



REGION 10 ESC  
REQUEST FOR PROPOSAL FOR:

## JOB ORDER CONTRACTING (JOC)

RFP# EQ-101519-02 | Due: November 18, 2019







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# REQUEST FOR PROPOSAL FOR JOB ORDER CONTRACTING (JOC)

## REQUEST FOR PROPOSAL FOR JOB ORDER CONTRACTING (JOC)

### ADDENDUM #1

#### EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd  
Richardson, TX 75081  
Telephone: (972) 348-1110



Publication date	10/17/2019
Product or service	JOB ORDER CONTRACTING (JOC)
RFP #	EQ-101519-02
Proposal due date	11/18/2019 by 2:00 PM Central Time
Proposal submittal location	Region 10 ESC 400 E Spring Valley Rd Richardson, TX 75081
Principle contract officer	Ms. Sue Hayes Chief Financial Officer

Public opening location	Region 10 ESC
	Dilliard Board Room
	400 E Spring Valley Rd
	Richardson, TX 75081

This Addendum #1 amends the Request for Proposals (RFP) EQ-101519-02 for JOB ORDER CONTRACTING (JOC). To the extent that any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum #1 is hereby issued to make the following changes:

1. Addition of Public Bid Opening Location
2. Addition of Attachment A Exceptions Form to Binder Tabs section
3. Correct term of contract in Article 2 of the General Terms and Conditions and on the Signature Page
4. Correct a typo in the Binder Tabs section on pgs. 7-8 of the original RFP
5. Addition of Section 13.9 Boycott Certification and 13.10 Venue to Article 13 of the General Terms and Conditions
6. Addition of Question 9 to Appendix E Company Profile.
7. Deletion of Appendix I: Evaluation Questionnaire/Self-Checklist

The due date for submission of responses to the RFP will remain 11/18/2019 at 2:00 pm Central Time.

The amended RFP follows with changes highlighted. Please note the change to Appendix I, as the original Appendix I has been deleted.



## LEAD AGENCY AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Lead Agency Agreement for JOB ORDER CONTRACTING (JOC) for use by public agencies supported under this contract. Region 10 ESC, as the Lead Agency, as defined in Attachment A, has come together with the Equalis Group to make the resultant contract (also known as the “Lead Agency Agreement”) from this Request for Proposal available to other public agencies not only locally, but also nationally, including county, city, state, special district, local government, school district, private K-12 school, higher education institution, other government agency or non-profit organization (“Public Agencies”), for the public benefit through the Equalis Group’s cooperative purchasing program. Region 10 ESC will serve as the contracting agency for any other Public Agency that elects to access the resulting Lead Agency Agreement.

Access to the Lead Agency Agreement by any Public Agency must be preceded by its registration with Equalis Group as a Participating Public Agency in Equalis Group’s cooperative purchasing program. Attachment A contains additional information on Equalis Group and the cooperative purchasing program. Equalis Group provides marketing and administrative support for the awarded vendor (“Supplier”) that promotes the successful vendors’ products and services to the Participating Public Agencies nationwide.

Participating Public Agencies benefit from pricing based on aggregate spending and the convenience of a contract that has already been advertised and competitively awarded. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to multiple competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Equalis Group documents (Attachment A).

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### OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

**Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.**

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the “Acknowledgement and Acceptance to Region 10 ESC’s Public Information Act Policy” form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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After completion of award, these documents will be available for public inspection.

*Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

- ☒ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

November 18, 2019

Date



, President

Authorized Signature & Title

# REQUEST FOR PROPOSAL FOR JOB ORDER CONTRACTING (JOC)

## A. INTRODUCTION

### I. Background on Region 10 Education Service Center

Region 10 Education Service Center ("Region 10 ESC" herein "Lead Agency") on behalf of itself and, potentially, all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agencies") solicits proposals from qualified Respondents to enter into a Vendor Contract ("contract") for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 10 ESC, and are only available for use and benefit of all entities complying with their respective state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

### II. What is the role of Equalis Group

Equalis Group assists Region 10 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the participating member. Equalis Group leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services.

### III. Purpose of Region 10 ESC

The mission of Region 10 is to be a trusted, student-focused partner that serves the learning community through responsive, innovative educational solutions. It is Region 10's intent to:

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting customers with use of best business practices.

### IV. Customer Service

- Region 10 ESC is dedicated to making its contracts successful for both its members and its awarded vendors.
- Region 10 ESC is committed to providing its members and awarded vendors with high quality service.
- Region 10 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.



## B. SCOPE

It is the intention of Region 10 ESC to establish a contract with vendor(s) for JOB ORDER CONTRACTING (JOC). Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

Region 10 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Region 10 ESC also requests any value-add commodity or service that could be provided under this contract.

While this solicitation specifically covers JOB ORDER CONTRACTING (JOC), Respondents are encouraged to submit an offering on any and all products or services available that are necessary to fulfill the needs of the services being requested.

## C. KEY DEFINITIONS

**Days:** means calendar days.

**Lead agency:** means Region 10 in its capacity as the government entity advertising, soliciting, evaluating and awarding the contract.

**Procurement:** means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

**Responsive Respondent:** means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

**Solicitation:** means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

**Specifications:** means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

**Vendor:** means any provider or seller of goods and/or services that has a contractual relationship with Equalis Group or Region 10 ESC.

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## D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

### SUBMISSION FORMAT AND COMMUNICATION

It is the responsibility of the vendor to make certain that the company submitting a proposal, along with appropriate contact information, is on file with Region 10 ESC for the purpose of receiving addenda.

- I. **Response Submission:** All submitted proposals must contain one (1) bound, signed original copy of the solicitation response, and two (2) electronic copies on USB flash drives. Vendor must also submit one (1) electronic proposal free of propriety information on a USB flash drive to be posted on Vendor information page if awarded a contract.

Responses must be sealed. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

Region 10 ESC reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to the participants in Region 10 ESC and to waive any informality in the proposal process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all proposals if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Respondent and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** The electronic narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested.

Hard copy responses must be provided using 8.5 x 11 paper clearly identified with the name of the Respondent's company and the solicitation name and number on the outside front cover.

Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. This means that all pages prior to the Appendixes must be included before Tab 1. Tabs should be used to separate the response into sections. The following items identified must be included behind the tabs listed below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

#### Binder Tabs

Tab 1 – Entire Vendor Contract and Signature Form (Appendix A)

– General T&C Acceptance Form (Appendix D)

– Attachment A Exceptions Form (Attachment A, 1<sup>st</sup> Page)

Tab 2 – Questionnaire (Appendix E)

Tab 3 – Company Profile (Appendix F)

Tab 4 – Product / Services (Appendix B)

Tab 5 – Pricing (Appendix C)

Tab 6 – Value Add (Appendix G)

Tab 7 – Certificates (Appendix I)

Tab 8 – Supplementary Catalogs and Consumer Information (may be in a separate binder) (Appendix J)

Tab 9 – Required Documents

III. **Mailing of proposals:** All proposals and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the office no later than the submittal deadline assigned for this solicitation.

From \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Solicitation Name and Number \_\_\_\_\_ Due Date and Time \_\_\_\_\_

IV. **Time for receiving proposals:** Proposals received prior to the submittal deadline will be kept secure and unopened. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

V. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted in writing to Ms. Sue Hayes at [bids@region10.org](mailto:bids@region10.org). All questions and answers will be posted to <https://www.region10.org/about-us/request-for-proposals-bids/>. Respondents are responsible for viewing the website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

VI. **Restricted and Prohibited Communications with Region 10 ESC and Equalis Group:** During the period between the date Region 10 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 10 ESC, if any, Respondents shall restrict all contact with Region 10 ESC and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 10 ESC, any of Region 10 ESC's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Respondents shall not engage in any prohibited communications as described in this section.

Prohibited communications include direct contact, discussion, or promotion of any Respondent's response with any member of Region 10 ESC's Board of Directors or employees except for communications with Region 10 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Respondents, to assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

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consultant and any member of Region 10 ESC's Board of Directors;

- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.
- The communications prohibition shall not apply to the following:
  - Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
  - Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.
- Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives.
- Communication with any employee of Equalis Group

VII. **Addenda:** if required, will be issued by Region 10 ESC to all those known to have received a complete set of Proposal documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

### VIII. Calendar of events (subject to change):

<u>Event</u>	<u>Date:</u>
Issue RFP	10/17/2019
Deadline for receipt of questions via email	10/25/2019
Issue Addendum/a (if required)	11/01/2019
Proposal Due Date	11/18/2019 (by 2:00 Central Time)
Approval from Region 10 ESC	12/20/2019
Contract Effective Date	01/01/2020

### CONDITIONS OF SUBMITTING PROPOSALS

IX. **Amendment of Proposal:** A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. **Withdrawal of proposals:** Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of proposal will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Respondent advises that it made a clerical error that is substantially lower than it intended. In such case, Respondent must provide written notice of their desire to withdraw, along with supporting documents, within three (3) business days of receiving the acceptance letter. Any contracts entered into prior to Region 10 ESC receiving notice must be honored.

No Respondent should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. **Clarifications:** Region 10 ESC may, by written request, ask a Respondent for additional information or clarification after review of the proposals received for the sole purpose of eliminating minor irregularities,



informalities, or apparent clerical mistakes in the proposal. Clarification does not give Respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. Region 10 ESC will not assist Respondent in bringing its proposal up to the level of other proposals through discussions. Region 10 ESC will not indicate to Respondent a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Respondents' proposals or prices.

- XII. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.
- XIII. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 10 ESC, are to be considered informative to give the Respondent information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 10 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

- XIV. **Quality of Materials or Services:** Respondent shall state the brand name and number of the materials being provided. If none is indicated then it is understood that the Respondent is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise and in accordance with purchasing laws and regulations, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- XV. **Samples:** Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Respondent agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements. Submissions may be rejected for failing to submit samples as requested.
- XVI. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.
- XVII. **Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.

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**XVIII. Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.

**XIX. Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.

**XX. Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The annual volume for this contract is estimated to be within a range from \$30 million to \$60 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

**XXI. Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.

**XXII. Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

### AWARD PROCESS

**XXIII. Award or rejection of proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the lowest cost and most responsible to participating agencies, price and other factors considered. Region 10 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Proposals that are materially non-responsive will be rejected and Region 10 ESC will provide notice of rejection to the Respondent.

**XXIV. Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

#### Products/Pricing (40 Points)

1. All products and services available
2. Pricing for all available products and services
3. Pricing for warranties on all products and services
4. Ability of Customers to verify that they received contract pricing
5. Payment methods

6. Other factors relevant to this section as submitted by the Respondent

### **Performance Capability (30 Points)**

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Respondent's safety record
15. Instructional materials
16. Other factors relevant to this section as submitted by the Respondent

### **Qualification and Experience (20 Points)**

1. Respondent reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 10 ESC and/or Region 10 ESC members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 3 customer references relating to the products and services within this RFP
10. Bonding capabilities (if applicable)
11. Certifications in the Industry
12. Company profile and capabilities
13. Other factors relevant to this section as submitted by the Respondent

### **Value Add (10 Points)**

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the Respondent

XXV. **Competitive Range:** It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. **Evaluation:** A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance. Recommendation for award of a contract will be presented to the Region 10 ESC board of directors for final approval.

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XXVII. **Past Performance:** A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

XXVIII. **Taxes (State of AZ Respondents only):** All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest proposal or evaluating proposals, except when a responsive Respondent which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Respondents in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

### PROTEST OF NON-AWARD

XXIX. **Protest Procedure:** Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Vendor is not a responsible Respondent. Protests shall be filed with *Ms. Sue Hayes at Region 10 ESC, 400 E Spring Valley Rd, Richardson, TX 75081*. Protests shall follow Region 10 ESC complaint policy EF(LOCAL), a copy of which is available at <https://pol.tasb.org/Policy/Code/374?filter=EF>, and it must be on a form provided by Region 10 ESC, which will include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

### NON-COLLUSION, EMPLOYMENT AND SERVICES

XXX. **By signing the Offer and Acceptance form or other official contract form, the Respondent certifies that:**

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

### LIMITATION OF LIABILITY

XXXI. **Waiver:** BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH EQUALIS GROUP AND REGION 10 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER



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THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXII. NEITHER REGION 10 ESC NOR EQUALIS GROUP SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY RESPONDENTS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A RESPONDENT. THE RESPONDENT OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 10 ESC OR EQUALIS GROUP.





**Appendix A: VENDOR CONTRACT AND SIGNATURE FORM**

*This Vendor Contract and Signature Form ("Contract") is made as of 11-18-2019, by and between \_\_\_\_\_ CORE Construction Services of Texas, Ins. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of JOB ORDER CONTRACTING (JOC) ("the products and services").*

**RECITALS**

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

**ARTICLE 1- GENERAL TERMS AND CONDITIONS**

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of **two (2) years**, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for **three (3) additional one-year periods** or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## ARTICLE 3- REPRESENTATIONS AND COVENANTS

**Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

## ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.



4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

## **ARTICLE 5- TERMINATION OF CONTRACT**

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract

cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

**5.2 Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

**5.3 Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

**5.4 Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

**5.5 Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## ARTICLE 6- LICENSES

**6.1 Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall

remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

**6.2 Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

**6.3 Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

**7.1 Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

**7.2 Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

**7.3 Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

**7.4 Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

**7.5 Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

**7.6 Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the

recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## **ARTICLE 8- BILLING AND REPORTING**

**8.1      Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

**8.3      Progress payments:** Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such a payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

The prime contractor must agree to pay any subcontractors or material vendors within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved. The contractor shall pay Equalis Group progress payments in accordance with this paragraph.

At the time all bonds are in place, the prime contractor and the participating member will agree upon a schedule of payments based on identifiable milestones. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

**8.4      Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

**8.5      Performance and Payment Bonds** (in applicable states): Upon execution of a contract between participating agency and prime contractor, performance and payment bonds shall be provided to the member as required by pertinent state law. The prime contractor agrees to notify the participating member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with Region 10 ESC may be terminated. The contractor may be asked to supply copies of performance and payment bonds to Region 10 ESC for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the participating member shall be executed by a surety company authorized to do business in the state of the member or in the ruling jurisdiction of the member. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate. An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the participating member and the prime contractor shall be executed by a surety company authorized to do business in the state of the member or the ruling jurisdiction of the member.



8.6 **Retention:** When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the participating member is satisfied with the progress of the work. After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the participating member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the participating member as insurance of proper performance of the prime contractor. Participating member shall deposit retained amounts into an interest-bearing account, if required by applicable law governing the participating member. Interest earned on the retained amounts shall be paid to the prime contractor upon completion of the project, or as otherwise required by applicable governing the participating member. Prime contractor agrees to identify the amount to be retained on invoices to participating member for each progress payment.

If the participating member and the prime contractor agree to a substitute security, the prime contractor must provide participating member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the member.

8.7 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [reporting@equalisgroup.org](mailto:reporting@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in this section:

Member Data	Equalis Member ID
	Vendor Customer Number
	Customer Name
	Customer Street Address
	Customer City
	Customer Zip Code
	Customer State
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 ( <i>Where available or applicable</i> )
	Product Category level 3 ( <i>Where available or applicable</i> )
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1

Spend Data	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$
	Admin Fee %
	Admin Fee \$

## ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

**9.6 Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

#### ARTICLE 10- PRICING AUDIT

**10.1 Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

#### ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

**11.1 Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

**11.2 Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

**11.3 New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

**11.4 Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## **ARTICLE 12- SITE REQUIREMENTS**

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some

other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

**12.7 Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

#### ARTICLE 13- MISCELENOUS

**13.1 Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

**13.2 Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

**13.3 Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law



shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

**13.4 Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

**13.5 Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

**13.6 Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

**13.7 Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

**13.8 Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded

contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**13.9 Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**13.10 Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

**CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

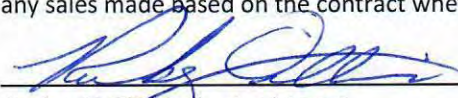
Prices are guaranteed: **120 days**

Company name CORE Construction  
 Address 10625 North County Road  
 City/State/Zip Frisco, TX 75033  
 Telephone No. 972-668-9340  
 Fax No. 972-668-9351  
 Email address GaryFrazier@coreconstruction.com  
 Printed name Gary Frazier  
 Position with company President  
 Authorized signature 

**Acknowledgement of Addendum #1 :** 

Term of contract 1/1/2020 to 12/31/2021

Unless otherwise stated, all contracts are for a period of **two (2) years** with an option to renew annually for an additional **three (3) years** if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

 1-7-20  
 Region 10 ESC Authorized Agent Date  
Rick Key Williams  
 Print Name

Equalis Group Contract Number EQ10151902A

**Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

☒ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*



## ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Respondents must select one of the following options for submitting their response.

- ☒ Respondent agrees to all terms and conditions outlined in each of the following exhibits
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
- ☐ Respondent has amended or redlined their proposed terms and conditions for the following exhibits in the RFP response to Region 10 ESC.

- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
- Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
- Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
- Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE Equalis Group



## Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### 1. States Covered

Respondent must indicate any and all states where products and services can be offered.

**Please indicate the price co-efficient for each state if it varies.**

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana        |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Missouri             |   |

☐ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

## 2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☐ Yes ☐ No
- If the answer is yes, do you plan to offer your program or partnership through Equalis Group ☐ Yes ☐ No

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

- Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? ☐ Yes ☐ No

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

## 3. Diverse Vendor Certification Participation

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

### a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE ☐ Yes ☐ No

List certifying agency: \_\_\_\_\_

### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☐ No

List certifying agency: \_\_\_\_\_

### c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE ☐ Yes ☐ No

List certifying agency: \_\_\_\_\_

### d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB ☐ Yes ☐ No

List certifying agency: \_\_\_\_\_

### e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone ☐ Yes ☐ No

List certifying agency: \_\_\_\_\_

### f. Other

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☐ No

List certifying agency: \_\_\_\_\_



**4. Residency**

Responding Company's principal place of business is in the city of \_\_\_\_\_ State of \_\_\_\_.

**5. Felony Conviction Notice**

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the 3<sup>rd</sup> box is checked a detailed explanation of the names and convictions must be attached.

**6. Processing Information**

Company contact for:

Contract Management

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Billing & Reporting/Accounts Payable

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Marketing

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**7. Distribution Channel: Which best describes your company's position in the distribution channel:**

- |   |  |
|---|--|
| <input type="checkbox"/> Manufacturer direct    | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller   | <input type="checkbox"/> Other _____                             |

**8. Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. ☐ Yes ☐ No  
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
- Pricing submitted includes the required administrative fee. ☐ Yes ☐ No  
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? ☐ Yes ☐ No

**9. Cooperative/Group Purchasing Experience**

List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Appendix E: QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

**1. States Covered**

Respondent must indicate any and all states where products and services can be offered.

**Please indicate the price co-efficient for each state if it varies.**

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Montana           |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Nebraska          |
| <input checked="" type="checkbox"/> Arizona   | <input checked="" type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> New Hampshire     |
| <input type="checkbox"/> California           | <input type="checkbox"/> New Jersey        |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> New Mexico        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> New York          |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina    |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota      |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Ohio              |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Oklahoma          |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Oregon            |
| <input checked="" type="checkbox"/> Idaho     | <input type="checkbox"/> Pennsylvania      |
| <input checked="" type="checkbox"/> Illinois  | <input type="checkbox"/> Rhode Island      |
| <input checked="" type="checkbox"/> Indiana   | <input type="checkbox"/> South Carolina    |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> South Dakota      |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Tennessee         |
| <input type="checkbox"/> Kentucky             | <input checked="" type="checkbox"/> Texas  |
| <input checked="" type="checkbox"/> Louisiana | <input type="checkbox"/> Utah              |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Vermont           |
| <input type="checkbox"/> Maryland             | <input type="checkbox"/> Virginia          |
| <input type="checkbox"/> Massachusetts        | <input type="checkbox"/> Washington        |
| <input type="checkbox"/> Michigan             | <input type="checkbox"/> West Virginia     |
| <input type="checkbox"/> Minnesota            | <input type="checkbox"/> Wisconsin         |
| <input type="checkbox"/> Mississippi          | <input type="checkbox"/> Wyoming           |
| <input type="checkbox"/> Missouri             |  |

☐ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

## TAB 2 | APPENDIX E: QUESTIONNAIRE

### 2. Diversity Programs:

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No
- If the answer is yes, do you plan to offer your program or partnership through Equalis Group? ☒ Yes ☐ No  
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

Please see attached description of CORE's Mentor Protege program located at the end of TAB 2.

- Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? ☒ Yes ☐ No  
(If the answer is no, attach a statement detailing how pricing for participants would be calculated.)

### 3. Diverse Vendor Certification Participation:

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

#### a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE ☐ Yes ☒ No

List certifying agency:

#### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No

List certifying agency:

#### c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an a DVBE ☐ Yes ☒ No

List certifying agency:

#### d. Historically Underutilized Business (HUB)

Respondent certifies that this firm is an a HUB ☐ Yes ☒ No

List certifying agency:

#### e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an a HUBZone ☐ Yes ☒ No

List certifying agency:

#### f. Other

Respondent certifies that this firm is a recognized diversity certified holder ☐ Yes ☒ No

List certifying agency:

### 4. Residency

Responding Company's principal place of business is in the city of **Frisco** State of **Texas**.

### 5. Felony Conviction Notice:

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
  - ☒ Is not owned or operated by anyone who has been convicted of a felony.
  - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
- \*If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

### 6. Processing Information:

Company Contact for:

#### Contract Management

Contact Person: **Laura Stephens**

Title: **Office Manager**

Company: **CORE Construction**

Address: **10625 North County Road**

City: **Frisco** State: **Texas** Zip: **75033**

Phone: **972-668-9340** Fax: **972-668-9351**

Email: **LauraStephens@coreconstruction.com**

Billing & Reporting/Accounts Payable

Contact Person: **Megan Washington**  
 Title: **Accounts Payable**  
 Company: **CORE Construction**  
 Address: **10625 North County Road**  
 City: **Frisco** State: **Texas** Zip: **75033**  
 Phone: **972-668-9340** Fax: **972-668-9351**  
 Email: **MeganWashington@coreconstruction.com**

Marketing

Contact Person: **Amanda Pyatt**  
 Title: **Marketing Director**  
 Company: **CORE Construction**  
 Address: **10625 North County Road**  
 City: **Frisco** State: **Texas** Zip: **75033**  
 Phone: **972-668-9340** Fax: **972-668-9351**  
 Email: **AmandaPyatt@coreconstruction.com**

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct  
☐ Authorized distributor  
☐ Value-added reseller  
☐ Certified educator/government reseller  
☐ Manufacturer marketing through reseller  
☒ Other: Contractor/Service Provider

8. Pricing Information:

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. ☒ Yes ☐ No  
 (If answer is no, attach a statement detailing how pricing for participants would be calculated.)
- Pricing submitted includes the required administrative fee. ☒ Yes ☐ No  
 (Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. Cooperative/Group Purchasing Experience:

List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contact Number	Expiration Date
1GPA	JOC Contract	May 17, 2020 *Option to renew for three (3) additional one (1) year periods.
NCPA	JOC Contract	November 30, 2019 *Option to renew for four (4) additional one (1) year periods.
E&I Cooperative Services	JOC Contract	June 30, 2020





## Appendix F: COMPANY PROFILE

Please provide the following:

### General Profile

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market.
6. List the number and location of offices, or service centers for all states being proposed in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years;
11. Overall public sector sales, excluding Federal Government, for last three (3) years;
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.



### Marketing/Sales

17. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
  - a. A co-branded press release within first 30 days
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:
    - i. Equalis Group and Region 10 ESC Logo
    - ii. Link to Equalis Group and Region 10 ESC website
    - iii. Summary of contract and services offered
    - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
19. Explain how your company plans to market this agreement to existing government customers.
20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
21. Describe how you intend on train your national sales force on the Region 10 ESC agreement.
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$\_\_\_\_\_ in year one  
 \$\_\_\_\_\_ in year two  
 \$\_\_\_\_\_ in year three

### Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
25. Describe the capacity of your company to report monthly sales through this agreement.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**Green Initiatives**

We are committed to helping to build a cleaner future! As our purchasing network, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 10 ESC to [reduce our carbon footprint](#), reduce waste, promote energy conservation, ensure [efficient computing](#), and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Respondents to provide their company's environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

**Vendor Certifications (if applicable)**

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

**References**

30. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name  
Contact Name and Title  
City and State  
Phone Number  
Years Served  
Description of Services  
Annual Volume

TAB 3 | APPENDIX F: COMPANY PROFILE

General Profile:

1. Company’s official registered name.

CORE Construction Services of Texas, Inc.

2. Brief history of your company, including the year it was established.

CORE is a family owned construction company founded in 1937, which has grown from a small masonry company in Illinois to a national General Contractor with twenty regional offices. Our portfolio consists of both private and public sector work across the United States. CORE provides exceptional building services in a variety of construction disciplines serving the office, retail, educational, municipal, religious, multifamily, senior living, hospitality, healthcare, light industrial and federal markets. With each project we undertake, we offer you the resources of over 1,500 employees and a bonding capacity of over \$1.25 Billion. Our company’s primary mission is to earn the trust of our employees, partners, and clients. As a business, we are successful when our clients’ projects finish on time, within budget, and of the highest quality. This level of service is what helps us build relationships with our clients to help our business grow. CORE is proud of the relationships we have formed with our clients and building partners, and we encourage you to contact our references.

3. Company’s Dun & Bradstreet (D&B) number.

N/A

4. Corporate office location

10625 North County Road,  
Frisco, TX 75033

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

35 Business Development professionals across the nation in the following markets:

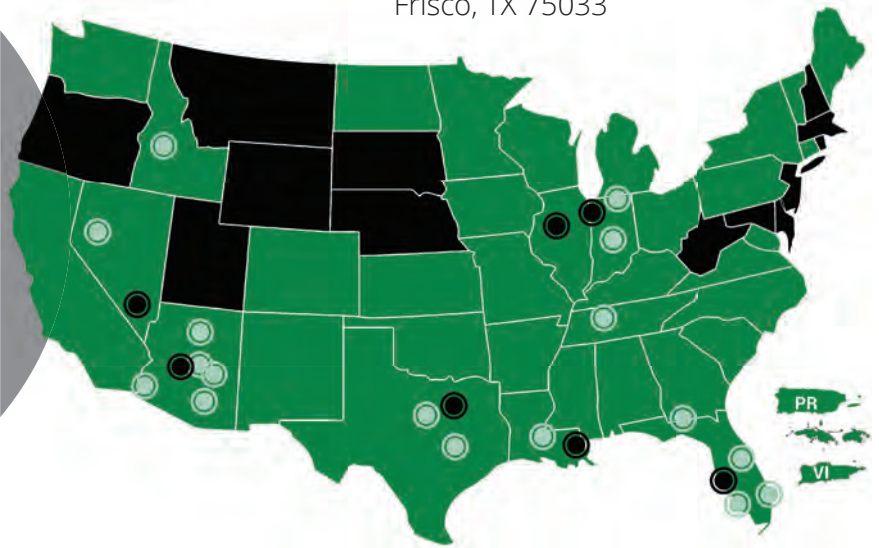
Commercial	Energy
Federal	Healthcare
Higher Education	Hospitality
K-12	Multifamily/Residential
Municipal	Senior Living



25  
OFFICES  
9  
STATES

**Corporate Office Address:**

10625 N County Road  
Frisco, TX 75033



List the number and location of offices, or service centers for all states being proposed in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

**ARIZONA**

Joseph Roeschley, PROJECT DIRECTOR  
3036 Greenway Rd.  
Phoenix, AZ 85032  
P: (602) 918-1205  
E: josephroeschley@coreconstruction.com

**NEVADA**

Seth Maurer, PRESIDENT  
7150 Cascade Valley Ct.  
Las Vegas, NV 89128  
P: (702) 794-0550  
E: sethmaurer@coreconstruction.com

**LOUISIANA**

Doris Schutte, DIRECTOR OF CLIENT SERVICES  
3131 N. I-10 Service Rd. East, #401  
Metairie, LA 70002  
P: (504) 733-2212  
E: dorisschutte@coreconstruction.com

**ILLINOIS**

Caleb Wyss, PROJECT DIRECTOR  
601 SW Water St.  
Peoria, IL 61602  
P: (309) 404-4700  
E: calebwyss@coreconstruction.com

**INDIANA**

Seth Beer, DIRECTOR OF BUSINESS DEVELOPMENT  
450 East 96th St., Suite 500  
Indianapolis, IN 46240  
P: (317) 719-7675  
E: sethbeer@coreconstruction.com

**IDAHO**

Seth Maurer, PRESIDENT  
777 North 4th Street  
Boise, ID 83702  
P: (702) 794-0550  
E: sethmaurer@coreconstruction.com

**TEXAS**

Gary Frazier, PRESIDENT  
10625 N County Road  
Frisco, TX 75033  
P: (214) 979-2734  
E: garyfrazier@coreconstruction.com

Dave Wilson, DIRECTOR OF JOB ORDER CONTRACTS  
10625 N County Road  
Frisco, TX 75033  
P: (214) 684-9320  
E: davewilson@coreconstruction.com

## TAB 3 | APPENDIX F: COMPANY PROFILE

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- a. Sales:** Dave Wilson  
(P) 214-684-9320  
(E) DaveWilson@coreconstruction.com
- b. Sales Support:** Dave Wilson  
(P) 214-684-9320  
(E) DaveWilson@coreconstruction.com
- c. Marketing:** Amanda Pyatt  
(P) 972-668-9340  
(E) AmandaPyatt@coreconstruction.com
- d. Financial Reporting:** Dave Wilson  
(P) 214-684-9320  
(E) DaveWilson@coreconstruction.com
- e. Executive Support:** Dave Wilson  
(P) 214-684-9320  
(E) DaveWilson@coreconstruction.com

### 8. Define your standard terms of payment.

CORE follows all State of Texas regulated payment laws.

### 9. Who is your competition in the marketplace?

Our competition in the JOC marketplace includes Vaughn, SBD, Alpha, Brown & Root, and Centennial.

### 10. Overall annual sales for last three (3) years

**2018:** \$1.1 Billion  
**2017:** \$1.1 Billion  
**2016:** \$880,000,000

### 11. Overall public sector sales, excluding Federal Government, for last three (3) years;

**2018:** \$1.1 Billion  
**2017:** \$1.1 Billion  
**2016:** \$880,000,000

### 12. What is your strategy to increase market share?

Education is CORE's strategy to increase market share. CORE participates in face-to-face communication with clients daily, and we provide education on alternative project delivery methods marketing it as a valuable solution for all client needs.

### 13. What differentiates your company from competitors?

**At CORE, our motto is "The Client Decides".** We provide our clients with the most comprehensive professional services in the industry, which results in quality constructions. CORE will not close-out job order until a client is 100% satisfied with our performance.

### 14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

CORE does not have a on-line catalog/ordering website.

### 15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

#### CUSTOMER SERVICE

Every CORE employee is customer service driven and dedicated to client satisfaction. In addition, **we have a client service department that is available 24/7 to assist our clients.** These personnel serve as advocates for the client and will be in constant communication with the owner from preconstruction

through close-out and warranty. Each Professional will direct all day-to-day business operations of job order contracts in their State.

They will be accountable for ensuring that Region 10 ESC members are provided with quality and timely projects, consistent with the specified requirements of the job order contract. They will oversee administrative and job order contract management functions; assist with conformance to safety plan; act as the primary point of contact to ensure job order contract satisfaction; monitor schedule development; cost control; subcontract management; procurement and material expediting; problem resolution; and invoice development and processing. CORE will represent the client to ensure all warranties on products and services are made available.

### 16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

CORE is not presently or in the past, been involved in any litigation, bankruptcy, or reorganization.

#### Marketing/Sales:

### 17. Detail how your organization plans to market this contract within the first 90 days of the award date.

- **Press Release** | CORE will draft a press release and seek approval from Region 10 ESC prior to release.

- **Social Media Announcement** | CORE's communication Department will post the award on our website, Facebook, LinkedIn and Twitter accounts.

- **Direct mail campaigns** | CORE will mail an announcement of our award to the database of existing and potential clients.

- **Co-branded collateral pieces** | CORE will work with Region 10 ESC to create a profile sheet to include in our brochures,

- **Trade Shows** | CORE regularly participates in a variety of regional and national trade shows and other conferences for organizations that support the public sector.

- **Website** | CORE has a website dedicated to clients that we post our contract, due diligence and featured projects on this site.

- **Logos** | With permission from Region 10 ESC, CORE will include Region 10 ESC's logo on joint marketing brochures.

- **Hyperlink** | CORE will provide a link to Region 10 ESC on our website.

- **Summary of Contract and Services offered** | CORE will provide this on our website and brochures.

- **Due Diligence Documents** | CORE will have a copy of solicitation, copy of contract and any amendments or marketing materials accessible on our website.

- **Business Development** | CORE has 35 Business Development Managers across the country. They are responsible for maintaining existing client relationships and seeking new business. The Region 10 ESC JOC contract will be promoted at each Owner engagement opportunity.

### 18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

CORE will be able to offer you Professional Services, and Approach to Safety, Dedication to Quality, Quick Response and

Delivery, Availability of Resources and overall project success.

19. Explain how your company plans to market this agreement to existing government customers.

If selected, CORE will market our Region 10 ESC JOC Contract to each of our existing clients, and will use it as a tool to market to new clients. This will begin with lunch and learns, face-to-face meeting and conferences.

20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

If CORE is fortunate enough to be awarded the Region 10 ESC contract, we would return to all customers who have historically used the contract and proudly notify them of our current standing with Region 10 ESC and begin to discuss future projects in which CORE can implement this contract. In addition, CORE is looking to provide APDM services to new school districts, municipalities, etc. and since one of the widely known contracts around is Region 10 ESC, it is our expectation that with this contract we will also be able to broaden our customer base.

21. Describe how you intend on train your national sales force on the Region 10 ESC agreement.

CORE will seek to enroll in any Region 10 ESC training seminars or sessions that are provided, we will hold web based meetings with representatives in each of our offices to review the terms and conditions as well as discuss how Region 10 ESC works. The goal will be to use the Region 10 ESC contract to expand in to new markets and expand existing markets by adding new customers. CORE is also open to advice and suggestions from the Region 10 ESC team.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

CORE will provide our logo to Region 10 ESC for reproduction of such logo in marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ 10 Million in year one  
\$ 15 Million in year two  
\$ 20 Million in year three

#### Administration:

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

CORE has been very successful with existing cooperative purchasing programs. A few references include:

**Cooperative Name:** 1GPA

**Contact Person:** Christy Knorr, Vice President

**Phone Number:** 688-306-3893

**Email:** cknorr@igpa.org

**Cooperative Name:** NCPA

**Contact Person:** Larry Erp, Facilities Solutions Contract Consultant

**Phone Number:** 602-819-0185

**Email:** lerp@ncpa.us

**Cooperative Name:** TIPS - USA

**Contact Person:** Jensen Mabe, Construction Program Manager

**Phone Number:** 903-438-6237

**Email:** jensen.mabe@tips-usa.com

25. Describe the capacity of your company to report monthly sales through this agreement.

In having been a member of multiple similar contracts, CORE Construction has demonstrated the ability to report monthly sales information as requested. We look forward to continuing this moving forward.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

CORE has the ability to provide management reports, billing, daily reports, etc., and the use of such reports on a project by project basis is part of the individual project team's responsibility. CORE utilizes Viewpoint for all project management including contracts, billings, subcontracts, change management, submittals, RFI's, daily reports, etc.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

By using Region 10 ESC, CORE Construction is able to provide our client base with a way to forego cost and timely procurements processes. This is where CORE is able to pass on the true Cooperative value to owners. By leveraging CORE's extensive buying power and Region 10 ESC's cooperative procurement process, owners derive the best value for their projects.

#### Green Initiatives:

We are committed to helping to build a cleaner future! As our purchasing network, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 10 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Respondents to provide their company's environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

CORE is dedicated to environmental improvements that foster a sustainable future and lead to social and economic improvements in the community we do business and create a clean and safe place to work.

- Emphasize continuous environmental improvement.
- Promote reuse, reduce and recycling.
- Commit to communicating sustainability and interaction with employees, business partners and clients.



**REDUCTION, REUSE, AND RECYCLE:** CORE seeks to use products that limit damage to the environment. On an ongoing basis, we refine, reduce, and eliminate products that are proven to

## TAB 3 | APPENDIX F: COMPANY PROFILE

be environmentally unfriendly or unhealthy for our employees, our community, and our planet.

- We utilized low flow water devices in our restrooms and kitchen area, and auto motion shut off for lights throughout our offices.
- Replaced disposable cups, utensils and flatware with reusable materials and containers
- The use of rechargeable batteries.
- On the operations side, a variety of online and digital tools which allow us to provide paperless work flow alternatives for our employees and clients. We encourage double sided printing and copying.
- Encourage less printing and more electronic alternatives (such as eFax and email).
- We also recognize the importance of responsibly managing our waste stream. We have recycling receptacles for paper, glass, aluminum and corrugated cardboard. Employees support our sustainability mission through grassroots efforts to recycle aluminum cans, plastic bottles, office paper, and home computer equipment.

CORE's treatment and disposal of special items, materials and waste is carried out and in line with local laws and regulations and conducted in a way that causes the least harm to the environment.

### Vendor Certifications (if applicable):

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

N/A

### References:

30. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name  
Contact Name and Title  
City and State  
Phone Number  
Years Served  
Description of Services  
Annual Volume

#### **University of North Texas Athletics**

Andy Crerar, **DIRECTOR, FACILITIES AND EVENTS**  
Denton, Texas  
(P) 940-565-3656  
(E) andrew.crerar@unt.edu  
Years of Service: 2 years  
Annual Volume: \$1,000,000  
Description of Services: General Construction Services

#### **University of North Texas**

Cheryl Smith, **PROJECT MANAGER**  
Denton, Texas  
(P) 940-565-4365  
(E) cheryl.smith@unt.edu  
Years of Service: 9 years  
Annual Volume: \$8,000,000  
Description of Services: General Construction Services

#### **University of North Texas System**

Denise Harpool, **PURCHASING**  
Denton, Texas  
(P) 940-369-5500  
(E) denise.harpool@untsystem.edu  
Years of Service: 6 years  
Annual Volume: \$8,000,000  
Description of Services: General Construction Services

#### **University of Texas at Dallas**

Kevin McDowell, **PROJECT MANAGER**  
Richardson, Texas  
(P) 972-883-2478  
(E) kam092000@utdallas.edu  
Years of Service: 5 years  
Annual Volume: \$500,000  
Description of Services: General Construction Services

#### **UT Southwestern Medical Center at Dallas**

David Gwie, **FACILITIES PLANNING & CONSTRUCTION PROJECT MANAGER**  
Dallas, Texas  
(P) 214-648-1224  
(E) david.gwie@utdallas.edu  
Years of Service: 5 years  
Annual Volume: \$2,500,000  
Description of Services: General Construction Services

#### **Texas Woman's University**

Tim Wentrcek, **PROJECT MANAGER, PHYSICAL PLANT**  
Denton, Texas  
(P) 940-898-3140  
(E) twentrcek@twu.edu  
Years of Service: 1 year  
Annual Volume: \$5,000,000  
Description of Services: General Construction Services

#### **Texas Woman's University**

Steve Adcock, **CONSTRUCTION MANAGER**  
Denton, Texas  
(P) 940-898-3143  
(E) sadcock@twu.edu  
Years of Service: 8 years  
Annual Volume: \$500,000  
Description of Services: General Construction Services

#### **Texas Woman's University**

Stephanie Andrus, **ASSISTANT DIRECTOR DESIGN SERVICES**  
Denton, Texas  
(P) 940-898-3349  
(E) sandrus@twu.edu  
Years of Service: 7 years



Annual Volume: \$1,000,000  
Description of Services: General Construction Services

### The University of Texas at Tyler

Paula Grabowski, **HUB COORDINATOR**

Tyler, Texas

(P) 903-566-7226

(E) hub@uttyler.edu

Years of Service: 1 year

Annual Volume: \$400,000

Description of Services: General Construction Services



### Coca-Cola Southwest Beverages

Tessa Phillips, **FACILITIES PROJECT MANAGER**

Dallas, Texas

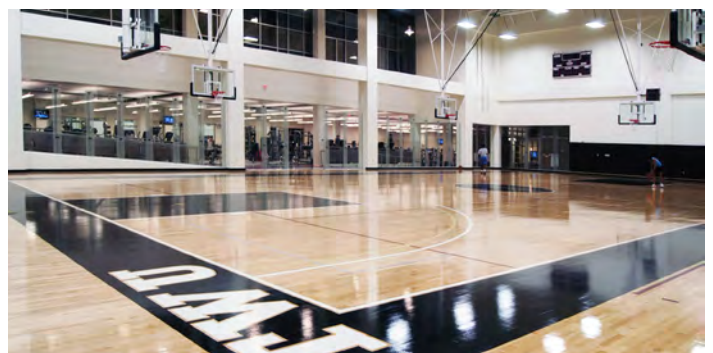
(P) 214-970-1238

(E) tessa.phillips@cocacolaswb.com

Years of Service: 10 years

Annual Volume: \$5,000,000

Description of Services: General Construction Services







**Appendix B: PRODUCT / SERVICES SPECIFICATIONS****Products and Services Covered:**

It is the intention of Region 10 ESC to establish a contract with Respondent(s) to perform miscellaneous construction and repair services, including limited pre-construction design services (i.e. professional services), for various projects to be determined such as repairs, maintenance, additions, renovations, remodeling, and tenant improvements to buildings and facilities utilizing Job Order Contracting (JOC) project delivery method. Services may include but are not limited to the following:

- Provide construction and repair services for various projects, including required labor (including subcontractors costs), materials, equipment, and related services for remodeling, renovations, tenant improvements, and additions; including site work, installation of water, sewer, or other utility extensions.
- Assist with scoping and constructability issues.
- Provide project scheduling.
- Provide detailed cost estimating and knowledge of marketplace conditions.
- Provide value engineering as required.
- Provide long-lead procurement studies and possibly initiate procurement of long-lead items.
- Coordinate with various public agency departments and other agencies including utility companies, etc.
- Schedule and manage site operations.
- Bid, award, and manage all subcontracts while meeting the public agencies project requirements and standards.
- Address all federal, state, city, and county permitting requirements and assist in the permitting processes.
- Coordinate removal of Hazardous Materials with the public agency.

**Project Delivery Order Procedures**

The participating public agency may make a request of the contractor under this contract when the agency has services that need to be undertaken. Notification may occur via phone, the web, e-mail, fax, or in person.

Upon notification of a pending request, the contractor shall make contact with the agency as soon as possible. Contractor shall visit the agencies site and conduct a walk- through/project scoping with the agency representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from the agency to include, but not limited to, hazardous materials surveys and other relevant documents.

The contractor and the participating public agency will agree on the time when the job order proposal will need to be reviewed for approval by the agency. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, the bid coefficient, and any applicable cost additions agreed upon by the participating public agency.

Contractors will be required to submit Job Order proposals and shall provide a line item estimate based upon their coefficient and the UPB for that scope of work which must be reviewed and agreed to by the participating public agency prior to their issuance of a PO and DO.

Minimal design work should be covered in the contractor's applicable coefficient, and this design work shall use in house staff or a teamed sub-consultant. In all cases where significant design changes occur, the A/E selection shall conform and be based upon qualifications of the design personnel according to applicable state law for selection and negotiation of fees. The agency may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any other cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The participating public agency will then review the proposal and if the agencies representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order (PO). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract.

In the event of an emergency such as hurricanes, tornados, flooding, or fire, the contractor will endeavor to meet with the agency within two hours (if possible), expediting these procedures with verbal job orders and a signed field book by the agencies designated agent. Work may commence immediately as required; however, documentation must be provided as soon as possible for this work or for any additional long-term job order requirements.

#### **Terms and Conditions for Job Order Contracting (JOC)**

**Installation:** Equipment and/or product installation shall be performed in a reasonable amount of time and be scheduled directly with the public agency. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by a skilled, certified and properly licensed individual.

**HUBs, MWBE's and SBEs:** Region 10 ESC encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However, all subcontractors must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Public agency may have goals for subcontracting requirements and will require

**Buyer Delays:** The prime contractor will negotiate with the public agency for the recovery of damages related to expenses incurred by the contractor for a delay for which the public agency is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract.

**Construction Contract Requirement:** Terms for acceptance by the public agency and title to work must be clearly agreed upon and described in the contract between the contractor and the public agency. If any part

of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project.

If any work is to be performed by the public agency, it must be clearly defined and agreed to by the public agency and the prime contractor prior to the start of the project.

**Construction Schedule:** The public agency retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement.

The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The public agency shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule.

**Coordination:** The contractor and the public agency shall coordinate activities so as to avoid conflicts. The contractor will make every effort not to interrupt scheduled activities with work under this contract. The contractor will notify the public agency of any construction work that may negatively impact scheduled public agency activities.

The contractor shall employ such methods or means as will not cause any interruption of, or interference with work of any other contractor on the project site.

**Condition and Delivery of Construction Material:** The prime contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime contractor's name clearly marked. Delivery of damaged or unlabeled materials will not be accepted.

The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the public agency's designated contact person.

The contractor shall take all necessary precautions to protect materials from damage, theft and misuse. The public agency shall have no responsibility for such precautions or lack of protection.

Damaged or rejected materials shall be immediately removed from the project area.

**Insurance:** The contractor at their expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or another applicable jurisdiction. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that Region 10 ESC, Equalis Group

and its agents have been named as additional insured. If the public agency has higher insurance than those requirements may be added as an addendum to the purchase order.

**Certificates of Insurance:** Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the participating agency prior to commencement of work. The insurance company shall be licensed in the state in which the work is being performed under this contract. The Vendor shall give the public agency a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The vendor will add the public agency as an additional insured if requested at the cost of the vendor.

<u>Contractor's Liability Insurance</u>	<u>Minimum Coverage</u>
Employer's Worker's Compensation insurance:	Statutory
Employer's liability / Bodily injury by accident Each Occurrence:	\$100,000.00
Employer's liability / Bodily injury by disease Each Employee:	\$100,000.00
Policy Limit:	\$2,000,000.00

**Commercial General Liability:** Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

<u>Combined limits of bodily and personal injury and property damage:</u>	<u>Minimum Coverage</u>
• Single limit	\$500,000.00
• Unimpaired aggregate	\$500,000.00

<u>Comprehensive automobile liability:</u>	<u>Minimum Coverage</u>
Include non-ownership and hired car coverage as well as owned vehicles.	
• Bodily damage Each Person	\$250,000.00
• Bodily damage Each Occurrence	\$500,000.00
• Property damage Each Occurrence	\$250,000.00

**Labor Practices:** The prime contractor must agree to treat its labor in keeping with the labor contract agreement and to the best interest of the public agency. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the public agency must be limited to only those approved by the public agency.

The method and manner of performance must be stated: employees of the prime contractor are not employees of the public agency. The level of competency of the personnel will be subject to approval by the public agency. The prime contractor must agree to comply with all local, state and federal laws. Prime contractor must make every effort to ensure that adjoining property owners are in no way disturbed by noise, pollutants, material hauling operations. Prime contractor must establish procedures to deal with fire, theft, and storm damage. Prime contractor must test and establish effective methods to guarantee safety on the job site relating to the health and welfare of the public agency's employees.

Public agency shall have the right to require prime contractor to remove from the project, any employee or representative, subcontractor or supplier that may be deemed incompetent, careless or unacceptable.



To ensure quality of workmanship, all work performed under this contract shall be performed by experienced, trained, certified and/or licensed craftsmen and laborers, and shall be under the supervision of the foremen or supervisor.

Prime contractor shall furnish the services of an experienced foreman or supervisor who will continually oversee work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work being performed under this contract.

**Project Completion:** Upon completion of the work, the contractor shall present the public agency with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the public agency.

If the public agency discovers an unfinished job that should have been completed, even if final payments are made, the contractor will complete the work in a timely fashion at no additional cost.

**Public Works:** The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. The requirement shall apply to the surface and hidden features of the property.

Construction work on public buildings shall be in compliance with all currently applicable state and local building, plumbing, electrical, fire, fire prevention and mechanical codes.

**Restoration:** The contractor shall agree to repair, rebuild or otherwise restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense and is not subject to reimbursement by the public agency.

**Retention:** Retention payments will be governed by any applicable state and local laws in the area where work is being performed, and by any supplemental agreement made between the public agency and the contractor.

If the public agency and the prime contractor agree to a substitute security, the agreement must be in full compliance with any applicable state and local laws. If a substitute security is agreed to, the prime contractor must provide the public agency with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the public agency.

**Rules, Regulations & Codes:** All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the public agency of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or standard.

Contractor must advise the public agency whenever work is expected to be hazardous to public agency employees or their charges (i.e. school children, citizens, etc.).

**Worksite:** The condition of the site before start-up will be agreed upon between the buyer and the prime contractor and will be written into the contract.

Upon prior written agreement between the prime contractor and the public agency, payment may be made for materials not incorporated in the work but delivered and suitably stored at the worksite or some other location, for installation at a later date. An inventory of the stored materials must be provided to the public agency prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of the public agency as an additional insured upon the public agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of the public agency and be separated from other materials. The public agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the public agency, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials and equipment shall pass to the public agency upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

**Architect and Engineer Plan:** The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with the public agency. Architect and engineering services are not being requested in this RFP and will be rejected by Region 10 ESC if offered in the State of Texas.

**Design Requirements and Permits:** The proposal coefficient should provide reasonable oversight for engineering and architectural (A&E) design to meet both local and state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Services may be provided via its own staff, subcontractor, or working with the public agencies managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the public agency's concurrence. However, selection for engineering or architectural services shall be in accordance with state statutes.

**Micro Estimating:** In estimating delivery orders the contractor shall endeavor not to micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of the single line item defining the pre-hung door the estimator breaks down this portion of the job into individual line items such as door frame, hinges and screws which will unnecessarily drive up the cost to the public agency. This should be avoided and will be looked for during price verification.

**UPB Division Exceptions:** Region 10 ESC and public agencies retain the right to designate sections of the Unit Price Book as unacceptable for use. It shall be the public agency's responsibility to identify any such designations in writing to the contractor before any work commences.

**Equal Employment Opportunity:** It is the contractor's responsibility for any federally assisted contracts that may result from this RFP or at the public agency's request to comply with 41 CFR 60-1.4(b) which is incorporated in this contract by reference: <https://www.gpo.gov/fdsys/pkg/CFR-2011-title41-vol1/pdf/CFR-2011-title41-vol1-sec60-1-4.pdf>. It is the public agency's responsibility to inform the vendor before work begins if a project is federally assisted.

**Contract Hours and Work Safety Standards Act:** It is the contractor's responsibility for any federally assisted contracts that may result from this RFP or at the public agency's request to comply with 40 U.S.C. 3701-3708 which is incorporated in this contract by reference: <https://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleII-partA-chap37.pdf>. It is the public agency's responsibility to inform the vendor before work begins if a project is federally assisted.

**Davis-Bacon Wage Act:** It is the contractor's responsibility for any federally assisted contracts that may result from this RFP or at the public agency's request to comply with 40 U.S.C. 3141-3148 which is incorporated in this contract by reference: <https://www.gpo.gov/fdsys/pkg/USCODE-2003-title40/pdf/USCODE-2003-title40-subtitleII-partA-chap31-subchapIV.pdf>. It is the public agency's responsibility to inform the vendor before work begins if a project is federally assisted. The public agencies must provide Davis-Bacon or local wage rates to the contractor before work begins if they are to be used.

**Copeland "Anti-Kickback" Act:** It is the contractor's responsibility for any federally assisted contracts that may result from this RFP or at the public agency's request to comply with 40 U.S.C. 3145 which is incorporated in this contract by the reference above in #41. It is the public agency's responsibility to inform the vendor before work begins if a project is federally assisted.

**Solid Waste Disposal Act:** It is the contractor's responsibility for any federally assisted contracts that may result from this RFP or at the public agency's request to comply with section 6002 of the Solid Waste Disposal Act which is incorporated in this contract by the reference: <https://www3.epa.gov/wastes/conservation/tools/cpg/pdf/rcra-6002.pdf>. It is the public agency's responsibility to inform the vendor before work begins if a project is federally assisted.



## Appendix C: PRICING

Region 10 ESC requires the use of a unit pricing model and the unit price book (UPB) Region 10 ESC prefers is the RS Means price book. Pricing must be submitted as a coefficient of the Unit Price Book's line item prices. The RS Means price book published quarterly updates will be allowed if available. In addition to the coefficient, the published City Cost Index from the RS Means price book will be utilized as a modifier for the specific city or region.

Proposers are welcome to submit a proposal regionally or statewide. The matrix below is set- up with three (3) columns that address the following:

- Coefficients Regular Hours - the priced coefficients for each State, Region or City outlined below that you are willing to work in shall be listed for regular hours\* (State your regular hours spanning from A.M. to P.M.)
- Coefficient After Hours - the priced coefficient for weekends, holidays and hours outside of regular hours.
  - Recognized holidays include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve.
- The coefficient must be rounded to the nearest second decimal place, e.g. .352 would be rounded to .35.

**Non-pre-priced Items:** Items that are not found in the RS Means unit price book will be listed as “non-pre-priced”. This does not include previously discussed design and engineering costs. The contractor will provide three firm price quotes to establish the average base cost for each item. The contractor's coefficient will then be applied to determine the price and the city cost index will not be applied. This line item will need to be approved by public agency. Once approved, the item will be added to the price book for future projects and no longer is non-pre-priced.

State, Region or City	Regular Hours Coefficient*	After Hours Coefficient
Alabama		
Alaska		
Arizona		
Arkansas		
California		
Colorado		
Connecticut		
Delaware		
District of Columbia		
Florida		
Georgia		
Hawaii		
Idaho		
Illinois		
Indiana		



## TAB 5 | APPENDIX C: PRICING

Iowa		
Kansas		
Kentucky		
Louisiana		
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		
Nebraska		
Nevada		
New Hampshire		
New Jersey		
New Mexico		
New York		
North Carolina		
North Dakota		
Ohio		
Oklahoma		
Oregon		
Pennsylvania		
Rhode Island		
South Carolina		
South Dakota		
Tennessee		
Texas		
Utah		
Vermont		
Virginia		
Washington		
West Virginia		
Wisconsin		
Wyoming		
Other (Respondent to add any other region or city below)		

**Not to Exceed Pricing**

- Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Region 10 ESC requires the use of a unit pricing model and the unit price book (UPB) Region 10 ESC prefers is the RS Means price book. Pricing must be submitted as a coefficient of the Unit Price Book's line item prices. The RS Means price book published quarterly updates will be allowed if available. In addition to the coefficient, the published City Cost Index from the RS Means price book will be utilized as a modifier for the specific city or region.

Proposers are welcome to submit a proposal regionally or statewide. The matrix below is set- up with three (3) columns that address the following:

- Coefficients Regular Hours - the priced coefficients for each State, Region or City outlined below that you are willing to work in shall be listed for regular hours\* (State your regular hours spanning from A.M. to P.M.)
- Coefficient After Hours - the priced coefficient for weekends, holidays and hours outside of regular hours.
  - Recognized holidays include: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, General Election Day, Veterans Day, Thanksgiving Day and Friday after, Christmas Eve and Christmas Day and New Year's Eve.
- The coefficient must be rounded to the nearest second decimal place, e.g. .352 would be rounded to .35.

Non-pre-priced Items: Items that are not found in the RS Means unit price book will be listed as “non-pre-priced”. This does not include previously discussed design and engineering costs. The contractor will provide three firm price quotes to establish the average base cost for each item. The contractor's coefficient will then be applied to determine the price and the city cost index will not be applied. This line item will need to be approved by public agency. Once approved, the item will be added to the price book for future projects and no longer is non-pre-priced.

State, Region or City	Regular Hours Coefficient*	After Hours Coefficient
Alabama		
Alaska		
Arizona	0.98	1.01
Arkansas		
California		
Colorado		
Connecticut		
Delaware		
District of Columbia		
Florida		
Georgia		
Hawaii		
Idaho	1.18	1.21
Illinois	1.05	1.09
Indiana	1.02	1.05

Iowa		
Kansas		
Kentucky		
Louisiana	1.02	1.05
Maine		
Maryland		
Massachusetts		
Michigan		
Minnesota		
Mississippi		
Missouri		
Montana		
Nebraska		
Nevada	1.19	1.22
New Hampshire		
New Jersey		
New Mexico		
New York		
North Carolina		
North Dakota		
Ohio		
Oklahoma		
Oregon		
Pennsylvania		
Rhode Island		
South Carolina		
South Dakota		
Tennessee		
Texas	0.98	1.01
Utah		
Vermont		
Virginia		
Washington		
West Virginia		
Wisconsin		
Wyoming		
Other (Respondent to add any other region or city below)		
Chicago, IL	1.44	1.47

**Not to Exceed Pricing**

- Region 10 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.





**Appendix G: VALUE ADD**

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

A unique resource that CORE offers to our clients is our Virtual Construction Services. We believe Virtual Construction is a key to success. **In order to create an efficient process to avoid problems during construction, CORE utilizes Virtual Construction.**

Virtual Construction is the development and use of a computer software model to simulate the construction and operation of a building. The process of using Virtual Construction improves planning, design and construction processes; it allows us to test building components, investigate problems and build projects long before we experience schedule issues and a loss of productivity in the field.

**There is no better tool that exists to mitigate the risk of a project than Virtual Construction.** The best design, construction and project delivery systems are integrated. Virtual Construction allows us to model our whole building, or just parts of our building. Because these models can be viewed, studied and analyzed during the PreConstruction stage, it greatly improves constructability risk mitigation. With Virtual Construction, we can mitigate risks through the early three-dimensional coordination of systems, and through virtual mock-ups of complicated portions of buildings.

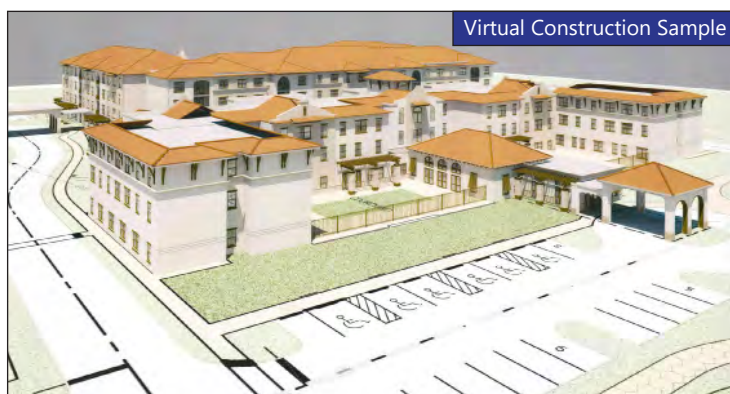
## WHY VIRTUAL CONSTRUCTION?

Virtual Construction is the development and use of a computer software model to simulate the construction and operation of a building. The process of using Virtual Construction improves planning, design and construction processes; it allows us to test building components, investigate problems and build projects long before we experience schedule issues and a loss of productivity in the field. There is no better tool that exists to mitigate the risk of a project than Virtual Construction.

The best design, construction and project delivery systems are integrated. Virtual Construction allows us to model our whole building, or just parts of our building. Because these models can be viewed, studied and analyzed during the PreConstruction stage, it greatly improves constructability risk mitigation.

With Virtual Construction, we can mitigate risks through the early three-dimensional coordination of systems, and through virtual mockups of complicated portions of buildings. Virtual Construction also increases the collaboration among CORE, Owners, Design Teams, Subcontractors, and Manufacturers.

*These tools gave us the ability to build the project in the computer before it is built in the field.*





## CORE'S WARRANTY PROGRAM

CORE's Director of Job Order Contracts and Special Projects, Dave Wilson, will meet with the Client's Maintenance Department during the project's close out to explain our program in detail and to reinforce that CORE's commitment to the Client does not end upon completion of the building, but continues through the two year warranty period and beyond. Our warranty claims are submitted online, which sends a direct email alert to CORE. Once an email is received, our team will take care of all your needs and ensure that any issues are dealt with swiftly and completely.



### WARRANTY



**DAVE WILSON**

Director of Job Order  
Contracts

Dave Wilson, and our Project Manager, will meet with the Client's Facilities and Maintenance Representatives during the project's close-out phase to explain our warranty program in detail.

## 24/7/365 WARRANTY DEPARTMENT

We will reinforce that CORE's commitment to the Owner does not end upon completion of the project, but continues indefinitely. CORE has the resources of a full-service Customer Service Department to provide the highest level of service to our clients. Additionally, we have developed a proprietary online warranty system that we are very proud of. This online warranty system tracks all new and existing warranty tickets and is available 24-hours a day.

## OUR WARRANTY PROGRAM PROCESS

### HANDLING A WARRANTY CLAIM:

Clients are encouraged to call directly or contact us on our company designed and operated website where warranty claims can be easily submitted online. This sends a direct email or text alert to our Warranty Manager. Once an email is received, the Warranty Manager will log in the request and call the Owner's representative to confirm the nature and extent of the issue.

### PROCESSING & TURN-AROUND:

Our Warranty Manager will process the request within hours of receiving it. A CORE Superintendent will be assigned to the warranty issue and assess the scope in person, if possible. The Superintendent then calls and emails the appropriate subcontractor to get tradesmen on site to correct the issue. Depending on the nature and extent of the claim, nearly all issues are fixed within one to three days. We will provide the Owner a verbal or written status report along the way.

### RESPONDING TO EMERGENCY WARRANTY ISSUES:

If an emergency notification is received by the Warranty Manager, the appropriate subcontractor will be called for an immediate response. The subcontractor is scheduled to be on site that day, or the following morning. The warranty issue will be addressed immediately, and temporary repairs or completed repairs will happen within 24-hours.

### VERIFYING AND DOCUMENTING COMPLETED WARRANTY WORK:

The Warranty Manager requires the subcontractor to document the work that was performed, and that information is then entered on the warranty website under that specific issue for the Owner to review. Once that information has been inputted, and the issue is closed out, the Owner is sent an email with all corresponding documentation.

### MANAGING LONG RANGE WARRANTIES:

CORE's warranty period is two years. If issues arise after the two year warranty period, the warranty website will remain active so the Client may submit issues that need to be addressed. The Warranty Manager will address all issues even after the warranty period expires.





**Appendix I: CERTIFICATES**

Please list and include copies of any certificates you hold that would show value for your response.

N/A



**Appendix J: SUPPLEMENTARY CATALOGS AND CONSUMER INFORMATION**

N/A





**Appendix H: ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification

**FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:**

- DOC #10 Arizona Contractor Requirements

**FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC #11 Ownership Disclosure Form
- DOC #12 Non-Collusion Affidavit
- DOC #13 Affirmative Action Affidavit
- DOC #14 Political Contribution Disclosure Form
- DOC #15 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.



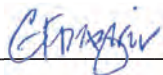
**DOC #1 CLEAN AIR AND WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: CORE Construction

Title of Authorized Representative: President

Mailing Address: 10625 North County Road, Frisco, TX 75033

Signature: 


**DOC #2 DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: CORE Construction

Title of Authorized Representative: President

Mailing Address: 10625 North County Road, Frisco, TX 75033

Signature: 

**DOC #3 LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
 \_\_\_\_\_  
 Signature of Respondent

November 18, 2019  
 \_\_\_\_\_  
 Date

**DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS****Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

**Fingerprint & Criminal Background Checks**

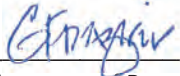
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
 \_\_\_\_\_  
 Signature of Respondent

\_\_\_\_\_  
 November 18, 2019  
 Date

**DOC #5 ANTITRUST CERTIFICATION STATEMENTS**

**(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** CORE Construction

**ADDRESS** 10625 North County Road

Frisco, TX 75033

**PHONE** 972-668-9340

**FAX** 972-668-9351

**RESPONDANT**

  
Signature

Gary Frazier

Printed Name

President

Position with Company

**AUTHORIZING OFFICIAL**

  
Signature

Gary Frazier

Printed Name

President

Position with Company



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

CORE Construction  
Frisco, TX United States

**Certificate Number:**  
2019-562272

**Date Filed:**  
11/18/2019

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 10 ESC

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

RFP# EQ-101519-02  
Request for Proposal for Job Order Contracting (JOC)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



## 6 UNSWORN DECLARATION

My name is Gary Frazier, and my date of birth is 3/26/1961.

My address is 10625 North County Road, Frisco, TX, 75033, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of Texas, on the 18th day of November, 20 19.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

**DOC #7 BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**DOC #8 TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**DOC #9 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☒ I certify that my company is a **"resident Bidder"**  
☐ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

---

Company Name

---

Address

---

City

---

State

---

Zip

**DOC #10      ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

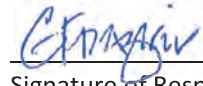
**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

November 18, 2019

Date