



REQUEST FOR PROPOSAL FOR

DAMAGE, DISASTER, RESTORATION, CLEANING AND RELATED SERVICES

RFP # R10-1110

DUE: NOVEMBER 19, 2020 | 2PM

SUBMITTED BY

CORE Construction Services of Texas, Inc.
10625 N. County Rd.
Frisco, TX 75033



Region 10 ESC

Experience the Power of 10

November 19, 2020

Region 10 ESC
400 E Spring Valley Rd.,
Richardson, TX 75081

RE: RFP # R10-1110 Damage, Disaster, Restoration, Cleaning and Related Services

Dear Members of the Selection Committee:

CORE Construction Services of Texas, Inc. (CORE) is pleased to submit our qualifications to perform Damage, Disaster, Restoration, Cleaning and Related Services for Region 10 ESC. CORE truly appreciates this opportunity to share our mission, experience, processes and qualifications on Disaster Recovery Services and Job Order Contracting Programs with you. We offer a proven team of construction professionals with significant Disaster Recovery and JOC experience. Our credentials to serve you include the following:

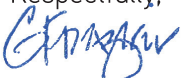
- Founded in 1937, Headquartered in Frisco, TX
- 70+ JOC Projects Completed in TX
- 5,200+ Disaster Recovery Homes Restored Nationally
- \$10M+ Annual JOC Revenue in Texas
- Self-Perform Team of 20+ Craftsmen
- 18+ Project Managers and Engineers
- 20+ Superintendents

Below are a few reasons why CORE is uniquely qualified to exceed Region 10 ESC's expectations:

- **Dedicated JOC Team //** CORE's JOC Division is 100% dedicated to being experts in the field and providing exceptional Job Order Contracting Services. Our JOC Division works around the clock to serve our clients by providing quick response times, qualified subcontractors, accurate estimates, trained professionals and quality construction, all of which are essential to successful JOC Operations.
- **Depth of JOC Experience //** Nationwide, CORE has delivered more than \$300 million worth of Job Order Contracting services, totaling over 2,000 job orders, to Owners throughout the public sector. These job orders involved vertical and horizontal construction and ranged in size and complexity from emergency repairs, occupied interior renovations to new construction. Our largest JOC project completed to date is \$32 million.
- **Disaster Recovery //** With over 5,200 Disaster Recovery homes restored in the U.S. and the Caribbean, CORE's Disaster Recovery Division has extensive experience with FEMA-funded contracts (residential recovery contracts, GOHSEP-approved projects, CDBG-funded projects, etc.) We understand the complex logistics and time sensitivity that go into Disaster Recovery Projects.
- **Texas Client Base //** CORE has performed over 470 job orders in Texas since 2010. We have served institutions including Texas Woman's University, University of North Texas, Collin College, Richardson ISD, McKinney ISD, Eagle Mountain - Saginaw ISD, Birdville ISD and a host of municipalities including Coppell, Garland, Frisco, Plano, Lewisville, Irving and Richardson. Most task orders were completed for repeat clients, serving as a testament to our quality of work and commitment to client satisfaction.

Our key personnel identified in this RFP are available and excited about the possibility of working with Region 10 ESC. Thank you for your careful review and consideration of our qualifications. I can be reached at (972) 668-9340 or garyfrazier@coreconstruction.com, should you require any additional information.

Respectfully,



Gary Frazier, President
CORE Construction Services of Texas, Inc.

**REQUEST FOR PROPOSAL FOR DAMAGE, DISASTER, RESTORATION, CLEANING AND
RELATED SERVICES**

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd
Richardson, TX 75081
Telephone: (972) 348-1184



Publication date	10/23/2020
Product or service	Damage, Disaster, Restoration, Cleaning and Related Services
RFP #	R10-1110
Proposal due date	11/19/2020 by 2:00 Central Time
Proposal submittal location	https://region10.bonfirehub.com/portal/?tab=login

Principle contract officer	Clint Pechacek Purchasing Consultant
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Public opening location	Region 10 ESC 400 E Spring Valley Rd Richardson, TX 75081
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Education Service Center, Region 10 ("Region 10 ESC") is seeking proposals for the procurement of Damage, Disaster, Restoration, Cleaning and Related Services. Responses will be accepted until 11/19/2020 by 2:00. All times are Central Standard Time.

In general, Coop members will reference this RFP when purchasing from the vendor. Region 10 ESC will not charge a fee to public agencies for participation in the purchasing coop.

Faxed responses will not be considered. By submitting a response, responder certifies to the best of his/her knowledge that all information is true and correct. All proposals must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested.

Responses should be submitted on the forms provided. Only responses received by the date and time specified will be considered. PRICE, QUALITY, AND SUITABILITY: It is not the policy of Region 10 ESC to purchase services solely on the basis of low price alone; quality and suitability to purpose are taken into consideration. Term discount, if any, must be indicated on Deviation Statement & Signature Page and will be considered.

The Region 10 ESC Board of Directors may approve awarding of this proposal to one or more vendors. The Board of Directors also reserves the right to reject all proposals if it determines in its sole discretion that a reasonable basis exists for doing so. Consideration for an exclusive award to a single national supplier will be given for vendors who respond with value that separates the vendor from other respondents within the competitive range.



LEAD AGENCY AGREEMENT

The purpose of Region 10 ESC soliciting this Request for Proposal is to create a Lead Agency Agreement for Damage, Disaster, Restoration, Cleaning and Related Services 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).

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.

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 19, 2020

Date



Authorized Signature & Title

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

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

B. SCOPE

Products and Services Covered:

It is the intention of Region 10 ESC to establish a contract with Respondent(s) for a complete and comprehensive offering of Damage, Disaster, Restoration, Cleaning and Related Services. Respondents are encouraged to propose their complete catalog of products and services where available, including but not limited to the following categories:

Initial and Ongoing Inspections & Assessments

- Preventative inspections and assessments that identify potential areas of risk or need to mitigate future issues
- Detailed inspection(s) that consider the extent of damage and/or services needed
- Determining the overall job scope and providing estimation services
- Determining the source of damages and documenting pre-existing conditions not related to the loss where applicable
- Identifying and evaluating health & safety hazards
- Evaluating inventories
- Assessing structural materials as applicable
- Identifying secondary damage and other structural components
- All other necessary inspections to identify the impact of the damage/disaster event or restoration/cleaning that is necessary
- Providing a final inspection and overall assessment report

Cleanup, Restoration, Maintenance & Debris Removal

- Water cleanup, and drying
- Smoke and odor removal
- Structural cleaning and refinishing
- Electronic & data restoration
- Removal of damaged elements
- Checking equipment operation
- Right of way vegetative and non-vegetative debris removal
- Construction and demolition debris removal
- Occupant evaluation to determine if building(s) or areas are safe to enter and/or estimate the duration for when building(s) or areas are safe
- Providing mobile command post vehicle for use in support of utility incidents, projects, and events which may require substantial field coordination or emergency management
- Provide emergency power services as necessary
- Providing mobile/lodging services for displaced occupants
- All other services necessary to complete the job scope

Construction, Reconstruction, Renovation, & Overall Project Management

- Estimation services
- Preconstruction services & site preparation
- Coordination with property owners

- Utility disconnection and deactivation
- Demolition of existing structure
- Salvage services
- Project management, construction management, and general contracting services
- Repairing remodeling and renovation services to include roofing
- Equipment replacement
- Demolition, removal, transport, and disposal of nonregulated asbestos-containing material
- Removal and disposal of all household hazardous waste (i.e. used electronics, white goods, and scrap tires)
- Removal of any unsound and unsafe structures

Environmental Response

- Asbestos removal
- Maintenance and clean-up
- Emergency removal
- Disposal of friable and non-friable material which may include asbestos-containing or contaminated equipment and clothing
- Collection, management, and disposal/recycling materials (to include hazardous materials)
- Mold removal and abatement

Industrial Hygiene Services

- HVAC system cleaning
- Indoor air quality management
- Personnel and area monitoring for chemical and physical hazards
- Sample analysis
- Inspections and surveys
- Compliance sampling and monitoring
- Remediation support
- Wastewater sampling
- Fugitive emission monitoring
- Solid waste characterization, classification, disposal
- Soil sampling and monitoring
- Groundwater and surface water sampling/monitoring
- Drinking water sampling
- Ground water evacuation
- Product recovery measurement
- Data management and environmental site assessments
- Hazard assessment
- Project safety supervision (short and long term)
- Safety assessment and training
- Prevention program assessment and training

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.

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 responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Sealed responses may be submitted on any or all items, unless stated otherwise. Responses 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 F, Doc #17).

- 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. Responses should be consolidated into one PDF

file for the RFP response, one PDF file for the Attachment A (Equalis Group Exhibits) response and one Excel file for the Attachment B (pricing) response.

- III. **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.
- IV. **Inquiries and/or discrepancies:** Questions regarding this solicitation must be submitted [in](#) the Bonfire procurement application. All questions and answers will be posted to [the Bonfire procurement application](#). Respondents are responsible for viewing the Bonfire procurement application 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.
- V. **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 Bonfire procurement application 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:

Communications between a potential vendor, service provider, Respondent, offeror, lobbyist or 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:

1. 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
2. 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.

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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

VI. **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.

VII. Calendar of events (subject to change):

<u>Event</u>	<u>Date:</u>
Issue RFP	10/23/2020
Deadline for questions	11/06/2020
Issue Addendum/a (if required)	11/09/2020
Proposal Due Date	11/19/2020
Approval from Region 10 ESC	12/18/2020
Contract Effective Date	01/01/2021

CONDITIONS OF SUBMITTING PROPOSALS

VIII. **Amendment of Proposal:** A proposal may be amended up to the time of opening by amending the proposal submitted in the Bonfire procurement application.

IX. **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.

X. **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.

XI. **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.

- XII. **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.

- XIII. **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.

- XIV. **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. Submissions may be rejected for failing to submit samples as requested.

- XV. **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.

- XVI. **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.

- XVII. **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.

- XVIII. **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.

- XIX. **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 over \$10 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.
- XX. **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.
- XXI. **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

Award or rejection of proposals: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the most responsive and responsible Respondent(s) whose proposal(s) is/are determined to be the best value and most advantageous 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 responsive 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.

- XXII. **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. Subcontractor Plan *and/or* ability to self-perform
4. Safety and Environmental Plan(s)

5. Customer service/problem resolution
6. Invoicing process
7. Contract implementation/Customer transition
8. Financial condition of vendor
9. Website ease of use, availability, and capabilities related to ordering, returns and reporting
10. Respondent's safety record
11. Instructional materials
12. 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. Experience with JOC estimation
6. Location and number of salespersons who will work on this contract
7. Experience working with the government sector
8. Exhibited understanding of cooperative purchasing
9. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
10. Minimum of 3 customer references relating to the products and services within this RFP
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

XXIII. **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.

XXIV. **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.

XXV. **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.

XXVI. **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

XXVII. **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

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

6. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
7. 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

XXIX. **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 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.

XXX. 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.

TAB 1

EQUALIS GROUP EXHIBITS



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. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☒ 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.

- 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

TAB 2

QUESTIONNAIRE



Appendix A: QUESTIONNAIRE

COMPANY PROFILE

1. What is your company's official registered name?
2. What is your company's Dun & Bradstreet (D&B) number?
3. What is/are your corporate office location(s)?
4. Please provide a brief history of your company, including the year it was established.
5. Who is your competition in the marketplace?
6. What are your overall annual sales for last three (3) years?
7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?
8. What is your strategy to increase market share in the public sector?
9. What differentiates your company from competitors in the public sector?
10. Please provide your company's environmental policy and/or sustainability initiative.
11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?
 - ☐ Yes
 - ☐ No
 - a. 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.)
 - b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
12. Diversity 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, disable 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 DVBE ☐ Yes ☐ No
List certifying agency: _____
- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB ☐ Yes ☐ No
List certifying agency: _____
- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone ☐ Yes ☐ No
List certifying agency: _____
- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☐ No
List certifying agency: _____

PRODUCTS/PRICING OFFERED:

13. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?
14. Sample Project Pricing – Was the sample pricing/project being requested in appendix B provided, including a line item estimate, a cover letter, and a sample schedule of construction?
☐ Yes
☐ No
15. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?
☐ Yes
☐ No
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)
16. Does pricing submitted include the required administrative fee?
☐ Yes
☐ No

17. Define your standard terms of payment

PERFORMANCE CAPABILITIES:

18. States Covered - Respondent must indicate any and all states where products and services are being offered.

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

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

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

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

19. List the number and location of offices, or service centers for all states being proposed in solicitation.

20. 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 |

21. Provide your typical response times including emergency and non-emergency situations. Please elaborate on how this process works.

22. Describe your scheduling and overall project management process, including the assignment of a project manager, any software you might utilize and any other service provided to help manage the overall

project.

23. Describe how you coordinate activities with other entities such as utilities, effected government agencies and any other entity that may impact or be impacted by the disaster and/or service you are providing.
24. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
25. Provide your safety record, safety rating, EMR and worker's compensation rate where available
26. Provide a subcontractor plan detailing how your company attracts, vets, and oversees subcontracting firms. If your company does not employ subcontractors, detail how your company ensures quick response times and comprehensive qualified services while self-performing in every state checked in question 17.
27. Provide your company's safety and environmental plan.
28. Describe the capacity of your company to report monthly sales through this agreement.
29. 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.

QUALIFICATION AND EXPERIENCE:

30. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Account Manager / Sales Lead

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than the Sales Lead)

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: _____

31. 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 Serviced
 Description of Services
 Annual Volume

32. 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

33. 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).
34. 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.
35. Detail your company's past experience with Job Order Contracting estimation.
36. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
37. 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.

VALUE ADD:

38. Detail how your organization plans to market this contract within the first 90 days of the award date.
 This may include but is not 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
- h. Announcement within your firm, including training of the agreement with your national sales force
- i. Marketing the agreement to new and existing government customers

39. 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.

40. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

\$ _____ in year one

\$ _____ in year two

\$ _____ in year three

41. 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.

1. What is your company's official registered name.

CORE Construction Services of Texas, Inc.

2. What is your company's Dun & Bradstreet (D&B) number.

DUNS: 07-936-4436

3. What is/are your corporate office location(s)?

10625 North County Road,
Frisco, TX 75033

4. Please provide a 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 1,200 employees and a bonding capacity of over \$1.5 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.

5. Who is your competition in the marketplace?

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

6. What are your overall annual sales for the last three (3) years?

2019: \$1.25 Billion

2018: \$1.1 Billion

2017: \$884,587,000

7. What are your overall public sector sales, excluding federal government, for the last three (3) years?

2019: \$1.25 Billion

2018: \$1.1 Billion

2017: \$884,587,000

8. What is your strategy to increase market share in the public sector?

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.

9. What differentiates your company from competitors in the public sector?

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.

10. Provide your company's environmental policy and/or sustainability initiative.**GREEN INITIATIVES**

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.

REDUCE, 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 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.

11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ No

a. 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.)

b. 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.)

12. 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, disable 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 ☐ Yes ☒ No
Respondent certifies that this firm is an MWBE

List certifying agency:

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) ☐ Yes ☒ No
Respondent certifies that this firm is a SBE or DBE

List certifying agency:

c. Disabled Veterans Business Enterprise (DVBE) ☐ Yes ☒ No
Respondent certifies that this firm is an DVBE

List certifying agency:

d. Historically Underutilized Business (HUB) ☐ Yes ☒ No
Respondent certifies that this firm is an HUB

List certifying agency:

e. Historically Underutilized Business Zone Enterprise (HUBZone) ☐ Yes ☒ No
Respondent certifies that this firm is an HUBZone

List certifying agency:

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No
List certifying agency:

PRODUCTS/PRICING OFFERED:

13. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes

14. Sample Project Pricing - Was the sample pricing/project being requested in appendix B provided, including a line item estimate, a cover letter, and a sample schedule of construction? ☒ Yes ☐ No

15. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein? ☒ Yes ☐ No

16. Does pricing submitted include the required administrative fee? ☒ Yes ☐ No

17. Define your standard terms of payment.

A signed authorization of CORE’s proposal acceptance form or approved purchase order is required before any work can proceed. All invoicing is managed electronically and the project manager assigned to the project will set up the project’s accounting requirements based on the Owner’s requirements. Full payment is due within 30 days of project completion.

PERFORMANCE CAPABILITIES:

18. States Covered - Respondent must indicate any and all states where products and services are being offered.

- ☒ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)
- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> California | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |
- ☐ All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)
- | | | |
|---|--|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Northern Marina Islands | |
| <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico | |

19. List the number and location of offices, or service centers for all states being proposed for this solicitation.

10625 North County Road, Frisco, Texas 75033
200 Bailey Avenue #201, Forth Worth, Texas 76107

20. 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 checked="" type="checkbox"/> Other Contractor/Service Provider |

21. Provide your typical response times including emergency and non-emergency situations. Please elaborate on how this process works.

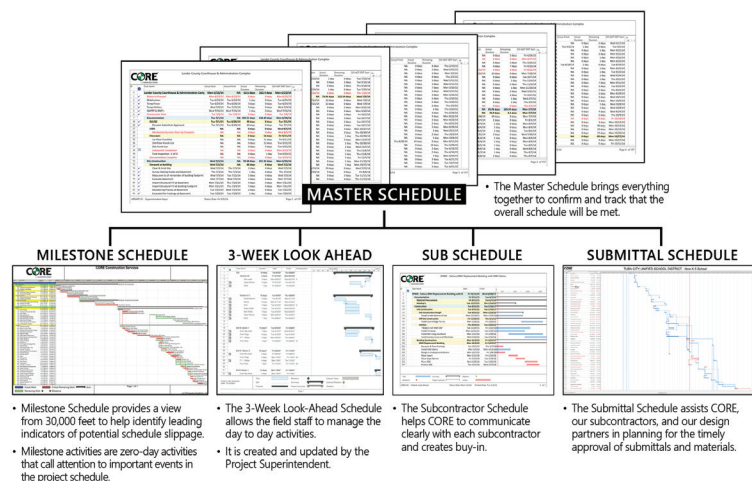
RESPONDING TO EMERGENCY WARRANTY ISSUES: If an emergency notification is received by the Project Manager, the appropriate subcontractor will be called for an immediate response. The subcontractor is scheduled to be on site that day, or the following morning. The warranty issue will be addressed immediately,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

22. Describe your scheduling and overall project management process, including the assignment of a project manager, any software you might utilize and any other service provided to help manage the overall project.

CORE will be proactive and communicate with Region 10 to facilitate the planning process for every project. We will work with Region 10 members to create a schedule which includes permitting and long-lead items, so the team is aware of the most appropriate time to complete these job orders. CORE has the manpower and resources to complete multiple projects at the same time. In fact, our Disaster Services branch is accustomed to responding to a number of job orders received at the same time. Dave Wilson, our Project Director and primary contact for Region 10 and will be available at all times. Internally, Dave holds regular meetings to review each job, monitor progress and follow-up with the owner. Our Disaster Services success serves as proof that CORE has the manpower, skills and resources to manage multiple projects simultaneously.

PROJECT SCHEDULING | Our team believes a project schedule should include a high level of detail. CORE will work with Region 10 to create a Master Schedule that contains all the activities, relationships, and milestones that will allow us to drill-down and create other specific schedules that we will use as tools throughout the project. From the Master Schedule, we are able to derive a Milestone Schedule which helps to identify leading indicators of schedule slippage.

Due to the level of detail that is put into the Master Schedule, at any point during the project we are able to breakout other schedule types that help us keep the project on track. CORE will assist Region 10 in identifying critical milestone dates for the submission of design documents and budget information. CORE's Project Manager and Superintendent will hold regular project meetings with subcontractors. At this time, CORE will provide subcontractors with look-ahead schedules that breaks the baseline schedule for each job order into a day-to-day schedule. This way the subcontractors and CORE's Project team are on the



same page with when materials are to be delivered and installed onsite.

MANAGING THE WORK | CORE's team builds the initial schedules, but look to Subcontractor feedback and support of lead times, durations, manpower availability, etc. CORE works hand in hand with Subcontractors in helping to make sure that ours schedules are built so that CORE can deliver our projects on time, every time. We have a strong track record for completing projects within a prescribed schedule. For complex fast-track, multi-package projects designed for aggressive schedules, 'MUST HAVE' occupancy dates are prioritized and we work backwards and forward to develop a workable schedule. We are confident, creative, and flexible in our approaches and are committed to 'do what it takes' to meet expectations. The project schedule will be reviewed and updated throughout the project to provide the City with all the information it requires to ensure the project is delivered on time. To facilitate this goal, our team would recommend weekly meetings during both the design and construction phases of the project.

23. Describe how you coordinate activities with other entities such as utilities, effected government agencies and any other entity that may impact or be impacted by the disaster and/or service you are providing.

We conduct on-site and virtual meetings with representatives from all affected parties from the on-set of the project. Utility companies are brought in to identify and mark existing infrastructure on or near our projects that could be affected by the scope of work. Government agencies are consulted to verify coordination with their disaster services response protocols. CORE has extensive experience coordinating with government agencies with effective communication to ensure that projects are completed with the utmost efficiency and quality. Keeping clients and customers informed are critical aspects to a quality product.

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

We will be accountable for ensuring that your members are provided with quality and timely projects, consistent with the specified requirements of the job order contract. We will respond to all Region 10's requests within 24 hours. We will provide pricing within two weeks of receiving from, or developing the scope with the client. Additionally, the assigned team 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.

25. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

At CORE, safety is a value, not a priority that changes with time or in the face of adversity. It is our belief that all accidents are preventable.

Our safety team is led by Regional Safety Manager John LaPorte. John brings nearly ten years of experience in construction safety management. He will make sure that Safety, Health and Security are the highest priorities for CORE both on and off the construction site. This project will be an incident-free project from mobilization to the beneficial occupancy date for any construction personnel and civilians that will be in close proximity to the construction activities - including during any events, performances, or concerts that are occurring at the site.

SAFETY STATS

Annual Worker's Compensation Experience Modifier:

- **2020:** 0.61
- **2019:** 0.68
- **2018:** 0.71

ANNUAL RATES

2019

- Injuries/Illnesses: 1
- Lost Time Accidents: 0
- Recordable Cases: 1
- Fatalities: 0
- Total Fixed Work Hours: 208,149

2018

- Injuries/Illnesses: 0
- Lost Time Accidents: 0
- Recordable Cases: 0
- Fatalities: 0
- Total Fixed Work Hours: 166,161

2017

- Injuries/Illnesses: 1
- Lost Time Accidents: 0
- Recordable Cases: 1
- Fatalities: 0
- Total Fixed Work Hours: 134,826

“Running a safe job site is essential to the success of the project and in turn, our own success. No matter the size or complexity, we work together to identify risks, prevent injuries, and achieve our goal of returning everyone safely home.”

– John LaPorte, National Director of Safety



26. Provide a subcontractor plan detailing how your company attracts, vets, and oversees subcontracting firms. if your company does not employ subcontractors, detail how your company ensures quick response times and comprehensive qualified services while self-performing in every state checked in question 17.

SUBCONTRACTOR REQUIREMENTS

The limited subcontractor labor resources in the market today is one of the most challenging issues in construction. As one of the largest contractors on the Gulf Coast, CORE has a deep network of subcontractors to lean-on, including over 2,000 prequalified subcontractors in Louisiana and Texas. Because of our commitment to integrity and fairness in the treatment of our subs and the quantity of work CORE currently has throughout the South, we tend to receive priority treatment from our subcontractor partners in both provision of manpower and total costs.

SUBCONTRACTOR SELECTION PLAN

CORE recruits subcontractor's as early as possible. During the pre-construction phase of a project, CORE will often host a subcontractor fair to encourage early subcontractor involvement. Invitations and notices about the fair are sent to newspapers and other publications ensuring that the subcontracting community is well informed. We will also consult with the Region 10 ESC to invite subcontractors that have been used by the Region 10 in the past, either on our projects or Region 10 projects. Multiple fairs are often hosted for one project to serve the various phases of the pre-construction process; initial start-up, schematic documents, design documents, and construction documents. In doing so, CORE is able to maximize subcontractor recruitment throughout the entire pre-construction phase of the project. CORE also understands the importance of keeping tax dollars local and using qualified subcontractors.

27. Provide your company's safety and environmental plan.

CONSTRUCTION SAFETY

Safety of non-construction personnel will remain the number one priority in CORE's approach to the project. Life safety plans will be visibly posted throughout the project's site, indicating proposed escape routes and fire extinguisher locations. pre-construction meetings will be conducted to identify

potential fire safety hazards and fire department access routes throughout construction. Jobsite fencing and warning signs will be installed prior to the start of any construction activities. Daily inspections of temporary power and barricades will be conducted by CORE's on site project team. All subcontractors and vendors providing goods and services on the project will be required to participate in a Mandatory pre-construction Project Safety Meeting. A detailed presentation of the Project Master Safety Plan outlining the requirements for each individual subcontractor and supplier will be presented during the pre-construction Project Safety Meeting and again on a monthly basis at the jobsite. All subcontractors and vendors are contractually required to indicate their written understanding of an agreement with the Project Master Safety Plan, prior to starting their construction activities. Subcontractors performing work on each project will be required to submit copies of their firms' Safety and HAZMAT programs, to be filed at the jobsite in CORE's office trailer.

ENVIRONMENTAL HAZARD MITIGATION

When it comes to experience, CORE has ample experience with environmental mitigation. Our experience with disaster mitigation and post-Katrina reconstruction projects has often involved renovating buildings that are over 100 years old, each of which has required environmental mitigation of many types, including lead-based paint removal, asbestos abatement, black mold abatement, and forensic HVAC inspections and replacements. CORE has played a major role in several disaster recovery programs. Through these experiences, CORE has developed an extremely knowledgeable team that has the ability to relay a uniform message and objective of the program. A uniform process allows all aspects of the team, whether it be crews in the field, subcontractors, inspectors, office, and the program to be on the same page, working together to perform with maximum efficiency.

28. 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.

29. 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.

QUALIFICATION AND EXPERIENCE:

30. Please provide contact information for the person(s) who will be responsible for the following areas.

EXECUTIVE CONTACT

- **Dave Wilson, National Director of Job Order Contracting | CORE Construction**
Address: 10625 North County Road,
Frisco, Texas 75033
T: (214) 684-9320 | F: (972) 668-9351
E: davewilson@coreconstruction.com

ACCOUNT MANAGER/SALES LEAD

- **Dave Wilson, National Director of Job Order Contracting | CORE Construction**
Address: 10625 North County Road,
Frisco, Texas 75033
T: (214) 684-9320 | F: (972) 668-9351
E: davewilson@coreconstruction.com

BILLING & REPORTING/ACCOUNTS PAYABLE

- **Dave Wilson, National Director of Job Order Contracting | CORE Construction**
Address: 10625 North County Road,
Frisco, Texas 75033
T: (214) 684-9320 | F: (972) 668-9351
E: davewilson@coreconstruction.com

MARKETING

- **Amanda Pyatt, Marketing Director | CORE Construction**
Address: 10625 North County Road,
Frisco, Texas 75033
T: (972) 668-9340 | F: (972) 668-9351
E: amandapyatt@coreconstruction.com

31. 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 for K12, Higher Education and City/County entities. Provide the following information for each reference:

01



RESTORE LOUISIANA PROGRAM

Contact Name: Ted Lemcke, Chief Operating Officer

Company: IEM

Address: 2801 Slater Road, Suite 110, Morrisville, NC 27560

T: (571) 344-4172

E: ted.lemcke@iem.com

Approx. Revenue Last 3 Years: \$40,500,000

Years Serviced: 5 years

02



COLLIN COLLEGE

Contact Name: Bill King, Vice President/Provost

Company: Collin College

Address: 2200 W University Dr., McKinney, TX 75071

T: (972) 985-3796

E: blking@collin.edu

Approx. Revenue Last 3 Years: \$1,200,000

Years Serviced: 5 years

03



THE UNIVERSITY OF NORTH TEXAS

Contact Name: Neely Shirey, Facilities Manager

Company: University of North Texas

Address: 1155 Union Creek #311040, Denton, TX 76203

T: (214) 418-5939

E: neeley.shirey@unt.edu

Approx. Revenue Last 3 Years: \$1,500,000

Years Serviced: 3 years

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

- **1GPA - JOC Contract**, Expires May 18, 2020. *Option to renew four (4) additional one (1) year periods.
- **NCPA - JOC Contract**, Expires November 30, 2021. *Additional one (1) year options through 2023.
- **E&I Cooperative Services - JOC Contract**, Expires June 30, 2022.
- **TIPS - JOC Contract**, Expires April 30, 2022. *Option to renew one (2) additional one (1) year periods.
- **Sourcewell - JOC Contract**, Expires January 23, 2022. *Option to renew four (4) additional one (1) year periods.
- **Equalis Group - JOC Contract**, Expires November 30, 2020. *Option to renew four (4) additional one (1) year periods.
- **Purchasing Cooperative of America - JOC Contract**, Expires June 6, 2020. *Option to renew four (4) additional one (1) year periods.
- **Purchasing Cooperative of America - Disaster Recovery Contract**, Expires May 4, 2021. *Option to renew four (4) additional one (1) year periods.

- **791 - JOC Contract**, Expires June 30, 2023. *Option to renew one (2) additional one (1) year periods.
- **Choice Partners - JOC Contract**, Expire February 25, 2021. *Option to renew three (3) additional one (1) year periods.
- **Omnia Partners - JOC Contract**, Expires April 30, 2022. *Additional three (3) year options through 2025.
- **Omnia Partners - Disaster Recovery Contract**, Expires April 30, 2022. *Additional three (3) year options through 2025.

33. 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 Construction has experienced great success implementing the Region 10 ESC JOC program in our Texas office. From an operations standpoint, CORE was able to meet the needs of Region 10 members on all job orders awarded to CORE. From a marketing standpoint, CORE effectively educated our existing clients on the services Region 10 allows CORE to provide. We were able to gain new clients through this process.

References: Eric Merkle, Equalis Group, (513) 289-5527, emerkle@equalisgroup.com
 Heath Hinton, TIPS, (903) 575-2629, heath.hinton@tips-usa.com
 Larry Erp, NCPA, (602) 819-0185, lerp@ncpa.us

34. 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

35. Detail your company's past experience with Job Order Contracting estimation.

JOC estimating is designed to be a timely process that benefits all parties involved. Once we are contacted regarding a project, the process starts. If drawings are available, we begin reviewing the documents immediately to develop the scope of work. If drawings are not available, we will request a site visit to help develop scope in a joint effort with the client. Once the scope is agreed upon by the client, we will begin to enter the information into the RSMeans software. With this process we can have an estimate back to the client for review within 48 hours in most cases. CORE has completed over 2000 JOC projects totaling over \$300M of JOC contracts spread out over 100 different clients.

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

CORE is not currently involved in any litigation, bankruptcy, or reorganization.

37. 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.

VALUE ADD:

38. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not 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**
- h. Announcement within your firm, including training of the agreement with your national sales force**
- i. Marketing the agreement to new and existing government customers**

If selected, CORE will market our Region 10 ESC Disaster Services 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.

- **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 Disaster Services contract will be promoted at each Owner engagement opportunity.

39. 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.

40. Provide the agency spend 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

41. 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.

TAB 3

PRICING



Appendix B: PRICING (Attachment B)

Region 10 ESC requests that potential Respondents offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

Pricing Structure

- Pricing may be based on a discount from a price list; Job Order Contracting (JOC), utilizing a Unit Price Book (UPB); Xactimate; fixed price; or a combination thereof.
- If using the JOC or Xactimate pricing methodology:
 - Region 10 ESC requires the use of the RS Means or Xactimate Unit Price Book, and pricing must be submitted as a coefficient of the Unit Price Book's line item prices
 - State, City or regional pricing is allowed and must be specified for each region. If no specific state, city or region is specified, then pricing submitted will be assumed as available in all 50 states
 - Unless specified otherwise by the respondent, standard labor hour rates will be calculated from 8:00 AM until 5:00 PM and overtime rates will be calculated for all other hours worked.
 - Recognized holidays which are eligible for overtime rates all day 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. Any deviations to these recognized holidays must be specified in the response.
 - Non-pre-priced Items: Items that are not found in the 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.
- For each product and service, as well as any additional solutions that the Respondent can provide, Respondent should present their typical approach for being able to provide and/or cover the items to the cost estimating system used. A copy of the Unit Price Book and software shall be provided to Region 10 ESC by the awarded contractor(s) and incorporated by reference into this RFP, to include any updates
- All pricing must be entered into a separate attachment, in excel or delimited format, which will be considered the Attachment B to this solicitation and resulting agreement. Price lists must include the following
 - Detailed product or service description
 - Net price per unit of measure
 - Any necessary calculations used to determine the price (i.e. coefficient for the UPB or the list price and percentage discount where applicable)
- Products/lines listed will be used to establish the extent of the Respondents product lines, services, warranties, etc. that are available
- All services offered under this contract must be priced or listed as free and unlisted services will not be made a part of the awarded contract

Sample Pricing

Region 10 requests respondents to provide a sample project quote in order to help determine the respondent's ability to estimate projects and to help compare pricing responses. There will be no site visits, and no drawings or specifications exist beyond what is stated in the sample projects below. The Respondent is expected to prepare a line item estimate using the pricing method being proposed herein, and present it with in a preliminary quote, which will consist of: a cover letter, line item estimate, and a sample schedule of

construction. Due to no site visit, the Respondent is expected to use assumptions, clarifications, exceptions, and exclusions within their quote cover letter in order to assist with the narrative of the scope of work as it was priced

Sample project 1

Project Title: Remodel Offices One and Two

Location: City of Richardson, Texas

General Conditions

- The contractor shall provide all labor, equipment, testing, transportation, and supervision to accomplish the following in accordance with requirements contained in the original contract specifications.
- The contractor shall submit all materials prior to using and provide all required red-line drawings, training, O&M manuals, and/or documentation to the project manager prior to final inspection.
- Only items incorporated into this document from the accepted proposal shall be considered part of this statement of work.
- Work will be performed during normal standard working hours.
- Room will be empty for contractor to work in; modular furniture will be removed and reinstalled by others.
- Material submittals will be required for flooring, ceiling grid and tiles and paint.
- There is no lead, asbestos or hazardous materials on this project site.

Scope of Work

Room one. Room measurements are 50' x 50' with 12' high ceilings.

- Demolition: Dumpster will be placed 94' outside of the building on southeast end parking lot. Remove existing 32-ounce nylon carpet, 4" vinyl wall base and corners, and 2' x 4' ceiling grid and tiles. Remove 15 each duplex receptacle and 2 single pole light switch plates. Assume 20% of flooring will require scarifying. [Subcontractor]
- Remove and Reinstall: Remove and reinstall twelve 2' x 4' light fixtures and six 2' x 2' T bar diffusers [Subcontractor]; two audio speakers [Prime Contractor].
- Finishes: Assume 20% of flooring will require patching and leveling. Furnish and install 32-ounce nylon carpet with stain fiber additive and bold concept border and pattern, 4" vinyl wall base and corners and 2' x 2' ceiling grid with tegular tiles. Paint walls, doors, door frame, trim and windows with two coats zero VOC latex. [Prime Contractor]
- Electrical: Furnish and install 15 each stainless-steel duplex receptacle and 2 single pole light switch plates. [Prime Contractor]

Room two. Room measurements are 50' x 25' with 12' high ceilings.

- Demolition: Dumpster will be placed 94' outside of the building on southeast end parking lot. Remove existing 32-ounce nylon carpet, 4" vinyl wall base and corners, and 2' x 4' ceiling grid and

tiles. Remove 15 each duplex receptacle and 2 single pole light switch plates. Assume 20% of flooring will require scarifying. [Subcontractor]

- Remove and Reinstall: Remove and reinstall ten 2' x 4' light fixtures and four 2' x 2' T bar diffusers [Subcontractor]; one audio speaker [Prime Contractor].
- Finishes: Assume 20% of flooring will require patching and leveling. Furnish and install 32-ounce nylon carpet with stain fiber additive and bold concept border and pattern, 4" vinyl wall base and corners and 2' x 2' ceiling grid with tegular tiles. Paint walls, doors, door frame, trim and windows with two coats zero VOC latex. [Prime Contractor]

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.

Other Discounts or Enhanced Pricing

Respondents should list any additional rebates, discounts off list, delivery size incentives or other price discounts not already provided. Respondents are encouraged to offer additional discounts for one-time delivery of large single orders to participating public agencies. Participating public agencies should seek to negotiate additional price concessions based on quantity purchases of any products offered under the Contract.

Other Restrictions and Fees

Please provide any other relevant information, fees or restrictions for Purchasing Group Members to receive pricing or value under this contract, such as minimum order sizes, restocking fees, and/or any other relevant fee or restriction associated with this contract. Fees or restrictions not listed will not be allowed under this contract.



10625 North County Rd.
Frisco, TX 75033

T 972.668.9340
F 972.668.9351

Proposal

Date: November 17, 2020
Owner: City of Richardson
Project: Remodel Offices One & Two
Location: Richardson, TX
Procurement: Region 10 Disaster Services JOC

CORE Construction is pleased to provide you with this proposal. Enclosed you will find the basis of estimate which includes the requested scope of work, bonds, insurances, and total proposal.

Total Proposal \$88,585.88

We look forward to a successful and enjoyable project together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

Ray LaFaille

Ray LaFaille
CORE Construction, Inc.

www.coreconstruction.com



Basis of Estimate

The Basis of Estimate is a written explanation clarifying the scope, assumptions and exclusions used in establishing this proposal. All costs are developed through site walk conducted, and the scope clarifications below

Assumptions, Clarifications, & Exclusions

Schedule

- ☐ Anticipated Start: January 1, 2021
- ☐ Long Lead Items: i.e. – N/A
- ☐ Projected Duration: 3-4 weeks

Contingency & Allowances

- ☐ We have included a 0% Contractor Contingency in this proposal – Construction Contingency is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope during the scope walk-thru and/or (if provided) project plans and specifications and may require further clarification or coordination. These costs may include but are not limited to scope gap, coordination issues, overtime, expediting, missed scope during, etc. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect.
- ☐ We have NOT included a Design Contingency in this proposal - Design Contingency is intended to be used at CORE's discretion to cover costs associated with the completion of the design and/or scopes of work for which enough detail was not available to determine a definitive cost. A reasonable estimate for an assumed scope and quality is included as a placeholder.
- ☐ We have included a 0% Owner Allowance in this proposal - Owner Allowance is intended to be used to cover costs associated for a system or scope of work for which sufficient detail is not available to determine a definitive cost when a Design Contingency is not included, for Owner or Architect wish list or extra items that were not included in the original proposal. A reasonable estimate is included as a placeholder for these items.

General Assumptions

- ☐ This cost proposal is considered a Lump Sum, not a line item Estimate.
- ☐ Unless otherwise included in scope below, CORE has not included any costs for permits, including but not limited to building permit, systems permit, or dust control.
- ☐ All approved value engineering savings will be added to the Contractor's Contingency.
- ☐ All un-used Contractor's Contingency or Owner's Allowance will be credited back to Owner.
- ☐ General Conditions and/or General Requirements are considered cost of the work.

- A registered professional did not provide sealed plans or specifications and therefore no form of permit is in place. CORE Construction, Inc. shall not be held responsible for performance of systems or equipment, code interpretations, engineering, etc. requirements and will perform the requested scope of work as defined by the Owner representative(s).
- Proposal valid for 30 days, unless otherwise directed by CORE Construction.

Specific Assumptions

- Remove/Reinstall (3) Speakers
- Patch And Level Floor As Necessary Up To 20% Coverage For New Flooring
- Furnish And Install 3,750 SF Of 32-oz Nylon Carpeting With Stain Fiber Additive And Bold Concept Border And Pattern
- Paint 4,200 SF Walls, Doors, Door Frames, Trim, And Window With Two Coats Of Zero VOC Latex
- Furnish And Install (30) Stainless Steel Duplex Receptacles And (4) Single Pole Light Switch Plates
- Provide And Install (10) Custom-Special Order ½" Stainless Steel Widgets
- Provide And Install 3,750 SF 2'x2' Ceiling Grid And Tile



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REGION 10 DISASTER SERVICES COMPLIANCE ESTIMATE

Remodel Offices One and Two

City of Richardson


Region 10 Disaster Services JOC

Division Totals	
Division 01 - General Requirements	\$ 20,085.03
Division 02 - Existing Conditions	\$ -
Division 03 - Concrete	\$ 2,812.50
Division 04 - Masonry	\$ -
Division 05 - Metals	\$ -
Division 06 - Wood, Plastics, and Composites	\$ -
Division 07 - Thermal and Moisture Protection	\$ -
Division 08 - Openings	\$ -
Division 09 - Finishes	\$ 51,227.80
Division 10 - Specialties	\$ -
Division 11 - Equipment	\$ -
Division 12 - Furnishings	\$ -
Division 13 - Special Construction	\$ -
Division 14 - Conveying Equipment	\$ -
Division 21 - Fire Suppression	\$ -
Division 22 - Plumbing	\$ -
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)	\$ 126.20
Division 26 - Electrical	\$ 3,392.82
Division 27 - Communications	\$ 216.24
Division 28 - Electronic Safety and Security	\$ -
Division 31 - Earthwork	\$ -
Division 32 - Exterior Improvements	\$ -
Division 33 - Utilities	\$ -
Division 34 - Transportation	\$ -
RS MEANS PRICING TOTAL (MODIFIED BY CITY COST INDEX)	\$ 77,860.59
CONTRACT COEFFICIENT (MEANS BASED PRICING ONLY)	1.110000000
SUBTOTAL	\$ 86,425.25
NON PREPRICED LINE ITEM TOTAL	\$ -
SUBTOTAL	\$ 86,425.25
Insurance, Performance, & Payment Bond	\$ 2,160.63
TOTAL PRICE	\$ 88,585.88

Cost Estimate Report

Cost Estimate Report			

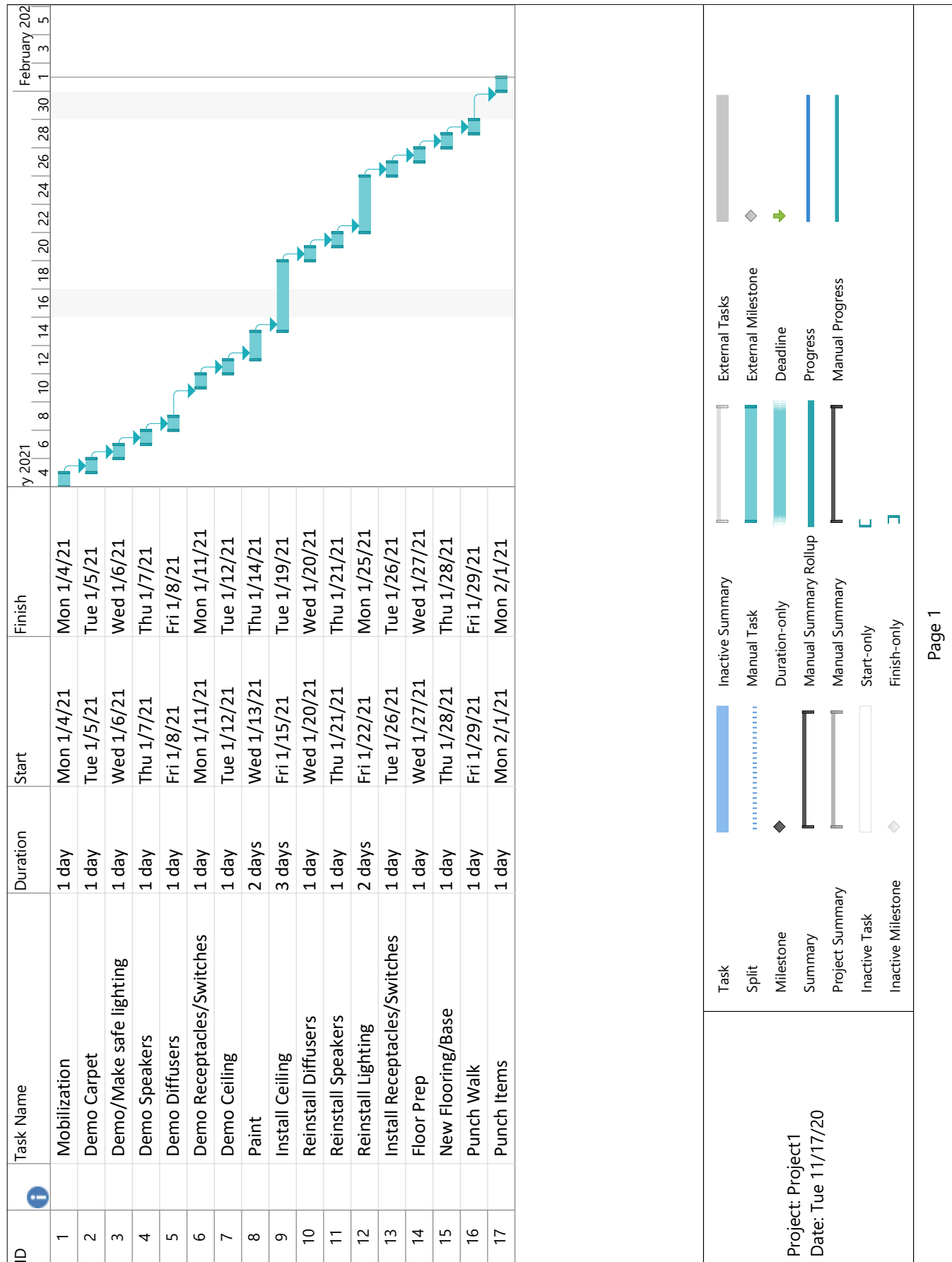
Cost Estimate Report						
<div>Remodel Offices 1045A and 1045B</div> <div>Year 2019 Quarter 4</div> <div>Unit Detail Report</div> <div>Prepared By: CORE EstTX1 The Core Group LTD</div>						
LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P	
Division 01 General Requirements						
013113200200	Field personnel, project manager, average	1.00	Week	\$4,000.00	\$4,000.00	
013113200260	Field personnel, superintendent, average	4.00	Week	\$3,725.00	\$14,900.00	
015433400020	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric, Incl. Hourly Oper. Cost.	1.00	Month	\$1,051.51	\$1,051.51	
015436501200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	1.00	Ea.	\$133.52	\$133.52	
Division 01	General Requirements Subtotal				\$20,085.03	
Division 03 Concrete						
030130620100	Patching concrete, floors, small area, regular grout, 1/4" thick	750.00	S.F.	\$3.75	\$2,812.50	
Division 03	Concrete Subtotal				\$2,812.50	
Division 09 Finishes						
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	3,750.00	S.F.	\$0.49	\$1,837.50	
090505200400	Flooring demolition, carpet, bonded, includes surface scraping	3,750.00	S.F.	\$0.29	\$1,087.50	
090505200700	Flooring demolition, concrete, scarify skin	750.00	S.F.	\$2.61	\$1,957.50	
090505200850	Flooring demolition, vinyl or rubber cove base, straight section	350.00	L.F.	\$0.29	\$101.50	
095123300800	Complete suspended ceilings, mineral fiber, lay-in board, 2' x 2' x 3/4", on 15/16" T bar suspension, include standard suspension system, excl. 1-1/2" carrier channels	3,750.00	S.F.	\$4.46	\$16,725.00	
096513130700	Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick	350.00	L.F.	\$2.61	\$913.50	
096816100900	Carpet, commercial grades, direct cement, nylon, level loop, 32 oz., medium traffic	417.00	S.Y.	\$50.63	\$21,112.71	
RSMMeans data from GORDIAN®						1

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
096816100900	Carpet, for brand-named specific fiber, add	1.00	S.Y.	\$11.33	\$4,725.65
096816100900	Carpet, for borders and patterns, add to labor	1.00		\$0.95	\$397.82
099103400040	Surface preparation, interior, doors, scrape & sand, wood, flush	84.00	S.F.	\$0.41	\$34.44
099123390140	Paints & coatings, interior latex, zero voc, doors, flush, both sides, roll & brush, primer + 2 coats, incl. frame & trim	2.00	Ea.	\$71.49	\$142.98
099123524630	Paints & coatings, miscellaneous surfaces, metallic paint, low VOC, tintable, spray applied	10.00	S.F.	\$0.63	\$6.30
099123740840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, smooth finish, roller	2,800.00	S.F.	\$0.51	\$1,428.00
099123740840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, smooth finish, roller	1,400.00	S.F.	\$0.51	\$714.00
099123740840	Paints & coatings, walls & ceilings, interior, zero voc latex, for work 88.#39;-15' high, add	1.00	S.F.	\$0.03	\$43.40
Division 09	Finishes Subtotal				\$51,227.80
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
230505101640	Diffusers, registers or grills, 21" thru 36" max dimension, selective demolition	10.00	Ea.	\$12.62	\$126.20
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$126.20
Division 26	Electrical				
260150813200	Lighting fixture, maintenance, remove and replace (reinstall), incl. remove, disconnect wire terminations, store, reinstall and reconnect wire terminations	22.00	Ea.	\$108.41	\$2,385.02
260150813200	Electrical demolition, add to labor for higher elevated installation 108.#39; to 14.5' high, add	1.00		\$10.84	\$238.50
260505101780	Receptacle & switch plates, electrical demolition, remove	34.00	Ea.	\$1.69	\$57.46
262726200200	Toggle switch, quiet type, single pole, 15 amp	4.00	Ea.	\$11.40	\$45.60
262726202460	Duplex receptacle, grounded, 120 volt, 15 amp	30.00	Ea.	\$12.62	\$378.60
262726202600	Wall plates, stainless steel, 1 gang	34.00	Ea.	\$8.46	\$287.64
Division 26	Electrical Subtotal				\$3,392.82
Division 27	Communications				
270130513400	Speaker, maintenance, remove and replace (reinstall), incl. remove, disconnect wire terminations, store, reinstall and reconnect wire terminations	3.00	Ea.	\$72.08	\$216.24
Division 27	Communications Subtotal				\$216.24
					2

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					\$77,860.59
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$77,860.59
General Conditions				0.00%	\$0.00
Subtotal					\$77,860.59
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$77,860.59

RSMeans data
from **GOPIAN**

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TAB 4

CERTIFICATES



Appendix C: CERTIFICATES

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

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

N/A

TAB 5

VALUE ADDED



Appendix D: VALUE ADDED

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.

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.

Virtual Construction: An In-House Service

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.

CORE's Virtual Construction team is comprised of architects, construction managers, civil engineers, construction engineers, laser scanning technicians, and a gaming design visual artist. CORE's Virtual Design and Construction department was created to improve efficiencies and reduce risk during construction. This purpose is achieved by taking our clients big picture outcomes and weaving them throughout design, construction, and operations. CORE's Virtual Construction team is an integral part of how we build from the inception.

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 pre-construction 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.

CORE's Unique 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.

TAB 6

VENDOR CONTRACT



Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 11-19-2020, by and between CORE Construction ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Damage, Disaster, Restoration, Cleaning and Related Services ("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

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.

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.

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

8.3 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 info@equalisgroup.org. Reports are due on the **fifteenth (15th)** 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. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

Admin Fee %	*required
Admin Fee \$	*required

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.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

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, Texas 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 

Term of contract January 1, 2021 to December 31, 2022

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.


 Region 10 ESC Authorized Agent

1/27/21
 Date

Rickey Williams
 Print Name

Equalis Group Contract Number R10-1110A

TAB 7

ADDITIONAL REQUIRED
DOCUMENTS



Appendix F: 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
- DOC #10 Federal Funds Certification Form

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #17 General Terms & Conditions and Acceptance 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, Texas 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, Texas 75033

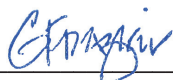
Signature: 

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 19, 2020

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 19, 2020

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, Texas 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

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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.)

<u>CORE Construction</u>	<u>10625 North County Road</u>	<u>Com</u>
pany Name	Address	
<u>Frisco</u>	<u>Texas</u>	<u>75033</u>
	State	Zip
		City

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? GF
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? GF
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? BF
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? BF
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? BF
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? GF
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? GF
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? GF
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? GF
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory

level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? GF
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? GF
(Initials of Authorized Representative)

12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? GF
(Initials of Authorized Representative)

13. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? GF
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

CORE Construction

Company Name

G. Frazier

Signature of Authorized Company Official

Gary Frazier

Printed Name

President

Title

November 19, 2020

Date

DOC #11 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 19, 2020

Date

DOC #17 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.)