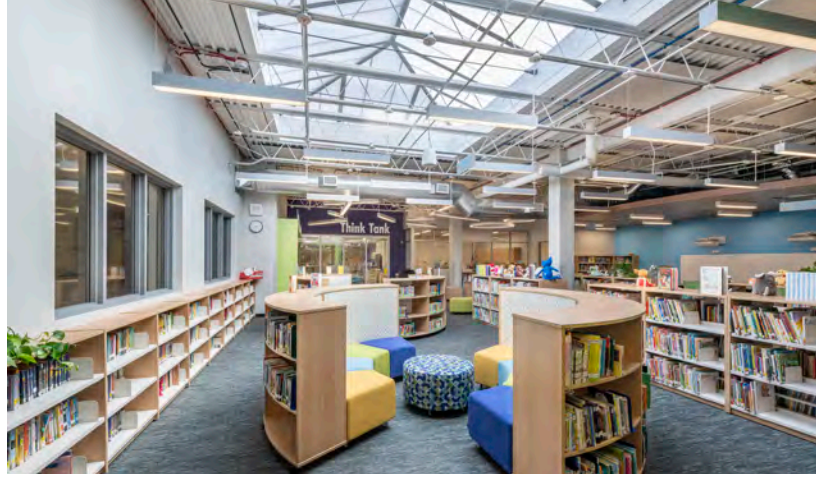


ORIGINAL



Submitted to:
Region 10 Education Service Center
Dillard Board Room
400 E. Spring Valley Rd.
Richardson, TX 75081



Request for Proposal (RFP)

Job-Order-Contracting Services Region 10 Education Service Center

RFP NUMBER: EQ-101519-02

Due Date | Time : November 18, 2019 at 2:00pm CST

F.H. PASCHEN

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
1700 Pacific Avenue Suite #4580 Dallas, TX 75201
P: 214.765.5021 | www.fhпасchen.com



November 18, 2019

Education Service Center Region 10
400 E. Spring Valley Rd.
Richardson, TX 75081
Attention: Sue Hayes, Chief Financial Officer

Re: Request for Proposal for Job Order Contracting (JOC)
RFP Number: EQ-101519-02

F.H. Paschen, S.N. Nielsen & Associates LLC (Paschen) is proud to submit our proposal to Region 10 Education Service Center for Job Order Contracting (JOC). Paschen has operated as a general contractor and construction manager for over a century and the firm has over four decades of JOC experience. It is because we are ideally suited to indefinite quantity contracts that we aggressively pursue these contracts nationwide.

Our firm has the interest, general qualifications, expertise, and the ability to perform the scope of services stated. We offer a broad depth of experience in every phase of construction and extensive experience with renovations in occupied facilities. We have had success in working with public entities across the country and have completed work on schools, libraries, public works facilities, parks, and more.

We have held national and regional indefinite quantity contracts with the National Cooperative Purchasing Alliance, Sourcewell, Georgia Department of Administrative Services, Arlington County Virginia, City of Naperville, United States Postal Services, University of Indiana, Alexandria City Public Schools, and Chicago Public Schools, among others.

We acknowledge the receipt of Addendum #1. Thank you for the opportunity to submit our proposal. We hope the included documentation is worthy of strong consideration for being selected to participate in your program.

Sincerely,

James V. Blair
Agent | Chief Executive Officer

F.H. PASCHEN

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC

1700 Pacific Avenue Suite #4580

Dallas, Texas 75201

p. 214.765.5021 | www.fhпасchen.com

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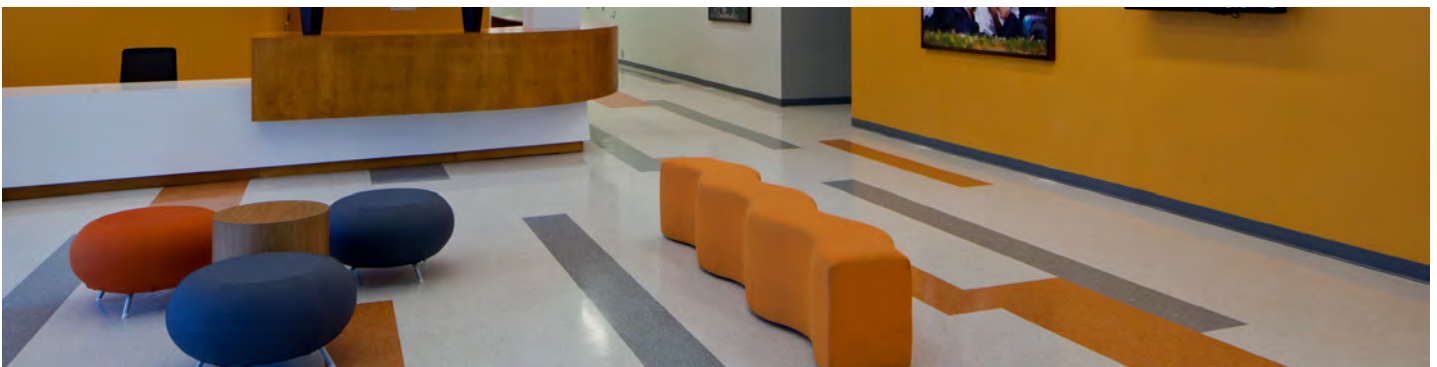
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Tab 9 | Required Documents



"This Proposal includes proprietary, privileged, or confidential information that may not be disclosed outside Equalis Group and Region 10 Education Service Center and may not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this Proposal. If the Equalis Group and Region 10 Education Service Center receives a Freedom of Information Act (FOIA) request for a portion or all of this Proposal, we respectfully request the opportunity to review the records requested under FOIA so that we can confirm that all proprietary, privileged, and/or confidential information has been removed."

REQUEST FOR PROPOSAL FOR JOB ORDER CONTRACTING (JOC)

ADDENDUM #1

EDUCATION SERVICE CENTER, REGION 10

400 E Spring Valley Rd

Richardson, TX 75081

Telephone: (972) 348-1110



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

| | |
|----------------------------|--|
| Principle contract officer | Ms. Sue Hayes Chief Financial Officer |
|----------------------------|--|

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

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

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

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

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

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



LEAD AGENCY AGREEMENT

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

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

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

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).

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

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

B. SCOPE

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

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

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

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

C. KEY DEFINITIONS

Days: means calendar days.

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

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

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

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

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

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

D. GENERAL TERMS AND INSTRUCTIONS TO RESPONDENTS

SUBMISSION FORMAT AND COMMUNICATION

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

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

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

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

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

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

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

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

Binder Tabs

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

– General T&C Acceptance Form (Appendix D)

– Attachment A Exceptions Form (Attachment A, 1st Page)

Tab 2 – Questionnaire (Appendix E)

Tab 3 – Company Profile (Appendix F)

Tab 4 – Product / Services (Appendix B)

Tab 5 – Pricing (Appendix C)

Tab 6 – Value Add (Appendix G)

Tab 7 – Certificates (Appendix I)

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

Tab 9 – Required Documents

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

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

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

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

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

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

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

- 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:
 - Communications with Region 10 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 10 ESC, with Region 10 ESC's legal counsel; and
 - Presentations made to the Board of Directors during any duly noticed public meeting at which the solicitation is under consideration and the Vendor has been invited to present to the Board.
- Nothing contained herein shall prohibit any person or entity from publicly addressing Region 10 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP, or in connection with a presentation requested by Region 10 ESC's representatives.
- Communication with any employee of Equalis Group

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

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

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

CONDITIONS OF SUBMITTING PROPOSALS

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

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

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

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

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

XII. **Best and Final Offer:** Region 10 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

XIII. **Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Respondent must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 10 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

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

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

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

XV. **Samples:** Upon request, samples shall be furnished to Region 10 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the proposal Respondent certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Respondent agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements. Submissions may be rejected for failing to submit samples as requested.

XVI. **Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 10 ESC to award a manufacturer's complete line of products, when possible.

XVII. **Change Orders:** The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance by Region 10 ESC of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.

- XVIII. **Manufacturer's Representative:** Respondents submitting proposals as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that Respondent is an actual dealer for that manufacturer and that the Respondent is authorized to submit a proposal for that product, and which guarantees that if the Respondent should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the Respondent's obligations or arrange for fulfillment through another competent dealer to complete the balance of the project.
- XIX. **Formation of Contract:** A response to this solicitation is an offer to contract with Region 10 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 10 ESC. A contract is formed when Region 10 ESC's board or designee signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response, thus eliminating the need for a formal signing process.
- XX. **Estimated Quantities:** Region 10 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation; however, Region 10 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The annual volume for this contract is estimated to be within a range from \$30 million to \$60 million annually by year three (3) of the contract. This information is provided solely as an aid to contract vendors in preparing proposals only, and performance will be determined by other factors such as awarded supplier's competitiveness, and overall performance and support of the contract. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.
- XXI. **Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 10 ESC to fulfill current and future needs, Region 10 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 10 ESC.
- XXII. **Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 10 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

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

Products/Pricing (40 Points)

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

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

Performance Capability (30 Points)

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

Qualification and Experience (20 Points)

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

Value Add (10 Points)

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

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

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

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

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

PROTEST OF NON-AWARD

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

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

NON-COLLUSION, EMPLOYMENT AND SERVICES

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

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

LIMITATION OF LIABILITY

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

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

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

Appendix A: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of JOB ORDER CONTRACTING (JOC) ("the products and services").

RECITALS

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

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

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

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

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

ARTICLE 1- GENERAL TERMS AND CONDITIONS

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

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

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

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

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

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

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

ARTICLE 3- REPRESENTATIONS AND COVENANTS

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

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

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

ARTICLE 4- FORMATION OF CONTRACT

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

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

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

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

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

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

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

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

ARTICLE 5- TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

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

ARTICLE 6- LICENSES

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

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

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

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

ARTICLE 7- DELIVERY PROVISIONS

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

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

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

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

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

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

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

ARTICLE 8- BILLING AND REPORTING

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

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

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

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

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

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

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

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

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

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

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

8.7 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at reporting@equalisgroup.org. 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. The report shall include at least the following information as listed in this section:

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

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

ARTICLE 9- PRICING

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

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

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

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

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

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

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

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

ARTICLE 10- PRICING AUDIT

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

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

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

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

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

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

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

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

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

ARTICLE 12- SITE REQUIREMENTS

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

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

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

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

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

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

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

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

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

ARTICLE 13- MISCELENOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Acknowledgement of Addendum #1 : _____

Term of contract _____ **to** _____

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

Date

Print Name

Equalis Group Contract Number _____

Appendix B: PRODUCT / SERVICES SPECIFICATIONS

Products and Services Covered:

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

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

Project Delivery Order Procedures

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

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

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

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

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

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

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

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

Terms and Conditions for Job Order Contracting (JOC)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix C: PRICING

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

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

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

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

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

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

Not to Exceed Pricing

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

Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

Appendix E: QUESTIONNAIRE

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

1. States Covered

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

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

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

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

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

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

2. Diversity Programs

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

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

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

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

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, 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 a DVBE ☐Yes ☐No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

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

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

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

List certifying agency: _____

f. Other

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

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of _____ State of ____.

5. Felony Conviction Notice

Please check applicable box:

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

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

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

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

8. Pricing Information

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

9. Cooperative/Group Purchasing Experience

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

| Cooperative/GPO Name | Contract Number | Expiration Date |
|----------------------|-----------------|-----------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Appendix F: COMPANY PROFILE

Please provide the following:

General Profile

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

Marketing/Sales

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

\$ _____ in year one

\$ _____ in year two

\$ _____ in year three

Administration

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

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

Green Initiatives

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

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

Vendor Certifications (if applicable)

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

References

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

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

Appendix G: VALUE ADD

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

Appendix H: ADDITIONAL REQUIRED DOCUMENTS

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

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #10 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

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

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

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

DOC #1 CLEAN AIR AND WATER ACT

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

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

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: _____

Title of Authorized Representative: _____

Mailing Address: _____

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

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

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 _____

RESPONDANT

ADDRESS _____

Signature

Printed Name

Position with Company

PHONE _____

AUTHORIZING OFFICIAL

FAX _____

Signature

Printed Name

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.)

Company Name

Address

City

State

Zip

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

Date

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

| Name | Address | Interest |
|-------------|----------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature and Title

Date

DOC #12 NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

*in the County of _____, State of _____ of
full age, being duly sworn according to law on my oath depose and say that:*

I am the _____ of the firm of _____
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

Company Name: _____

Street: _____

City, State, Zip Code: _____

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature and Title

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited

and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2).

Additional information on the process is available in Local Finance Notice 2006-1

(www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #15 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Corporation

☐ Limited Liability Corporation

☐ Subchapter S Corporation

☐ Sole Proprietorship

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|--|---------------------------------|
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Name: | Name: |
| Home Address: | Home Address: |
| Subscribed and sworn before me this ____ day of _____, 2 ____. | |
| (Notary Public) | (Affiant) |
| My Commission expires: | (Print name & title of affiant) |
| | (Corporate Seal) |

Appendix I: CERTIFICATES

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

Appendix K: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS **INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA

CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT

ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT

KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLAN, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT

PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT

CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR

HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND COMMUNITY
 SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT

COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF Uintah, UT
 COUNTY OF CARBON, UT
 COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
 BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
 PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
 AUTHORITIES, RESERVATIONS AND UTILITIES
 INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BEND METRO PARK AND RECREATION DISTRICT
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BOARDMAN PARK AND RECREATION DISTRICT
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS RIVER WATER
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLEAN WATER SERVICES
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD
 HONOLULU INTERNATIONAL AIRPORT
 HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION
 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA

LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9

CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT

NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
 SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),
 UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT

DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT

OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,
 UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS
 AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT

WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND

UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

ATTACHMENTS

ATTACHMENT A: Equalis Group Exhibits



TAB 1 | APPENDIX A & APPENDIX D &
ATTACHMENT A EXCEPTIONS FORM



Appendix A: VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 11/18/2019, by and between F.H. Paschen, S.N. Nielsen & Associates LLC ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of JOB ORDER CONTRACTING (JOC) ("the products and services").

RECITALS

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

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

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

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

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

ARTICLE 1- GENERAL TERMS AND CONDITIONS

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

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

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

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

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

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

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

ARTICLE 3- REPRESENTATIONS AND COVENANTS

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

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

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

ARTICLE 4- FORMATION OF CONTRACT

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

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

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

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

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

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

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

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

ARTICLE 5- TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

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

ARTICLE 6- LICENSES

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

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

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

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

ARTICLE 7- DELIVERY PROVISIONS

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

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

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

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

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

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

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

ARTICLE 8- BILLING AND REPORTING

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

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

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

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

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

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

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

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

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

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

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

8.7 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at reporting@equalisgroup.org. 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. The report shall include at least the following information as listed in this section:

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

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

ARTICLE 9- PRICING

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

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

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

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

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

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

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

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

ARTICLE 10- PRICING AUDIT

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

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

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

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

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

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

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

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

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

ARTICLE 12- SITE REQUIREMENTS

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

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

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

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

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

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

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

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

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

ARTICLE 13- MISCELENOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days**

| | | |
|-----------------------|---|---|
| Company name | F.H. Paschen, S.N. Nielsen & Associates LLC | |
| Address | Local office: 1700 Pacific Avenue Suite #4580 | Headquarters: 5515 N. East River Road |
| City/State/Zip | Dallas, TX 75201 | Chicago, IL 60656 |
| Telephone No. | 214-765-5021 | 773-444-3474 |
| Fax No. | N/A | 773-444-5399 |
| Email address | lwright@fhpaschen.com | |
| Printed name | James V. Blair | |
| Position with company | Agent/Chief Executive Officer | |
| Authorized signature |  | |

Acknowledgement of Addendum #1 : 11-1-19

Term of contract _____ to _____

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.

| | |
|--------------------------------|------------|
| _____ | 11/18/2019 |
| Region 10 ESC Authorized Agent | Date |

Print Name

Equalis Group Contract Number _____

Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

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

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

- ☒ Respondent agrees to all terms and conditions outlined in each of the following exhibits
 - ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
 - ☐ Respondent has amended or redlined their proposed terms and conditions for the following exhibits in the RFP response to Region 10 ESC.
-
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
 - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
 - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
 - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE Equalis Group



TAB 2 | QUESTIONNAIRE (APPENDIX E)



Appendix E: QUESTIONNAIRE

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

1. States Covered

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

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

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

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

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

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

2. Diversity Programs

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

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

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

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

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, 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 a DVBE ☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

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

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

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

List certifying agency: _____

f. Other

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

certificate holder

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Chicago State of IL.

5. Felony Conviction Notice

Please check applicable box:

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

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Leo Wright

Title: Agent/Senior Vice President

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N. East River Road

City: Chicago State: IL Zip: 60656

Phone: 773.444.3474 Fax: 773.444.5399

Email: lwright@fhpaschen.com

Billing & Reporting/Accounts Payable

Contact Person: Kenya Banks

Title: Senior Officer Manager

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N. East River Road

City: Chicago State: IL Zip: 60656

Phone: 773.444.3474 Fax: 773.444.5399

Email: kbanks@fhpaschen.com

Marketing

Contact Person: Larry Mix

Title: Vice President Business Development

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N. East River Road

City: Chicago State: IL Zip: 60656

Phone: 773.444.3474 Fax: 773.444.5399

Email: lmix@fhpaschen.com

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

- ☐ Manufacturer direct ☐ Certified education/government reseller
- ☐ Authorized distributor ☐ Manufacturer marketing through reseller
- ☐ Value-added reseller ☒ Other General Contractor

8. Pricing Information

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

9. Cooperative/Group Purchasing Experience

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

| Cooperative/GPO Name | Contract Number | Expiration Date |
|--|-----------------------------|-----------------|
| National Cooperative Purchasing Alliance | 04-14 Job Order Contracting | 11/30/2020 |
| Sourcewell | OHGCAGCOMA-020618-FHP | 2/21/2021 |
| Sourcewell | GA-072115-FHP | 7/20/2020 |
| The Interlocal Purchasing System | 181101 | 1/31/2021 |
| | | |
| | | |
| | | |

2. Diversity Programs

F.H. Paschen has a long-standing commitment to building strong relationships with diverse businesses including Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), Small Business Enterprises (SBE), Veteran-Owned Small Business (VOSB), and other socio-economically disadvantaged business enterprises. On projects that have participation goals for diverse businesses, we endeavor to meet and exceed the goals. We also strive to utilize diverse businesses on projects which do not have participation goals for diverse businesses.

We have been building in major cities for years, and we understand the positive impact that projects can have in the local subcontracting community. We regularly attend and host outreach events, and recently hosted well-attended outreach events that publicized future opportunities in the aviation, and transit sectors. Additionally, Paschen holds informational sessions on a quarterly basis for subcontractors that focus on building capacity. These sessions have included guest speakers on subjects such as insurance and bonding issues, M/W/DBE certification requirements, and understanding contract requirements. Paschen is committed to providing opportunities for diverse subcontractors to build capacity and gain valuable experience.



TAB 3 | COMPANY PROFILE (APPENDIX F)



1. Company's official registered name.

F.H. Paschen, S.N. Nielsen & Associates LLC

OUR VALUES



Tenacity



Versatility



Ingenuity



Pride

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

F.H. Paschen S.N. Nielsen & Associates LLC (Paschen) has operated under its present name since 2003. Paschen has operated as a General Contractor and Construction Manager for over 40 years with a family history in construction for over 100 years.

Paschen's portfolio includes new building projects and multifaceted renovations for educational/ institutional facilities, transit stations, aviation, highway transportation, maintenance buildings, industrial/ utility facilities, corporate offices, and water treatment plants and pump stations. We offer a broad depth of experience in every phase of construction.

During the past five years alone, Paschen has completed over \$600 million of work on over 45 JOC/IQCC contracts throughout the country. With this depth of experience, we have a thorough understanding of how to successfully complete indefinite quantity contracting projects in accordance with the contract requirements, in a safe manner and within the user's budget and time frame requirements.

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

62-405-1137

* As a private company we do not provide information to D&B.

4. Corporate office location.

5515 N. East River Road, Chicago, IL 60656

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

Paschen's JOC Department employees over 100 professionals. All JOC Project Managers also have a sales roles serving as client managers for individual accounts.

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

In addition to our Corporate headquarters in Chicago, Paschen staffs the following six regional offices:



Dallas, TX

1700 Pacific Avenue Suite #4580
Dallas, TX 75201
Phone: 214.765.5021
Key Contact: Jack Hill, General Manager
jhill@@fhpaschen.com

Columbus, OH

1283 Worthington Woods Blvd.
Worthington, OH 43085
Phone: 614.247.7229
Key Contact: Brian Rozcicha, Project Manager
brozchicah@fhpaschen.com

Ft. Lauderdale, FL

2501 E. Commercial Blvd
Ft. Lauderdale, FL 33308
Phone: 305.940.0264
Fax: 305.940.0265
Key Contact: David Roy, Senior Project Manager
droy@fhpaschen.com

Lafayette, IN

50 Professional Court Suite A
Lafayette, IN 47905
Phone: 765.416.0034
Key Contact: Sam Wagner, Project Manager
swagner@fhpaschen.com

Washington, D.C.

7700 Leesburg Pike Suite 244
Falls Church, VA 22043
Phone: 703.245.0280
Fax: 703.245.0281
Key Contact: Bill Rocha, General Manager

Atlanta, GA

1344 La France Street, NE Suite 2
Atlanta, GA 30307
Phone: 404.942.1307
Fax: 470.225.4050
Key Contact: Wayne Thompson, Operations Manager
wthompson@fhpaschen.com

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

Sales and Marketing:

Larry Mix
lmix@fhpaschen.com
773.444.3474

Financial Reporting:

Jim Habschmidt
jhabschmidt@fhpaschen.com
773.444.3474

Sales Support:

Cassidy Tarpey
ctarpey@fhpaschen.com
773.444.3474

Executive Support:

Leo Wright
lwright@fhpaschen.com
773.444.3474

* Please see the resumes included at the end of this section.

8. Define your standard terms of payment.

Our standard terms of payment are Net 30 days. Typically, we will submit a monthly bill for every active work order. For projects with durations of 45 days or fewer, we will issue a single invoice. Accuracy and completeness of the information we submit is imperative. We ensure this by having highly trained office managers to process our billings at our corporate office.

All project-related expenses will be administered and monitored, and checks will be issued to the project through the corporate office. This office prepares all of our accounting and payroll paperwork which is then provided to the Management Team. The accounting staff will coordinate the financial and cost information needs of the project and will be in close communication with the on-site management staff throughout the duration of the contract.

Project cost and labor distribution reports are generated weekly and monthly at the corporate office then forwarded to the project for review. We commit to paying subcontractors and suppliers within 10 days of receipt of payment from the Owner. Our standard is “pay-when-paid”, but we do recognize that, in certain circumstances, our subcontractors may require payment in advance of payment by the Owner to Paschen.

9. Who is your competition in the marketplace?

HITT, Centennial, and KBR are Paschen’s competition in the public marketplace. In terms of building type, contracting methods, and geographies served, our firm is one of the most diverse in the nation. This makes it difficult to define our marketplace competition. It varies widely depending upon the type and location of the construction in question. We build everything from the smallest-scale renovations and repairs to the largest infrastructure installations, from the most straightforward of scopes to the most detailed and demanding new construction projects.

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

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

12. What is your strategy to increase market share?

It's difficult to draw a line between when initial marketing stops and market share increase begins. Every component of our Marketing Program described in questions 17-21 continues through the duration of the contract. There are always new opportunities to be of service to ESC Region 10 members, so we never rest our outreach efforts.

13. What differentiates your company from competitors?

Paschen is a company whose organization and culture are ideally-suited for smaller-scale, fast-tracked projects such as those that would be awarded under this program. We have a volume of experience with similar work nationwide. Paschen has the capacity to make these projects top priority, be proactive at every stage, and respond to any unforeseen circumstance. Delivery of this contract will be accomplished using a well-established management program that institutes rigorous safety and quality control protocols. Our philosophy is to provide an experienced, hands-on management staff that is trained to execute company policies and procedures, then give them the authority to operate autonomously and ensure timely performance in accordance with the contract requirements.

Paschen's Reputation in the Marketplace

Paschen is a company with an extensive performance record in virtually all aspects of construction. We have successfully completed each contract that has been awarded. We take great pride in our ability to perform each contract to the Customer's complete satisfaction. Not only is this superior performance mandated by executive management, it is the primary goal of all employees of the company.

With over 40 years of job order contracting experience nationwide, Paschen is truly one of the leading entities in the job order contracting business. With this depth of experience, our team has a thorough understanding of what it takes to successfully complete job order contracting projects in accordance with the contract requirements, in a safe manner and within the Owner's budget and timeframe requirements.

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

N/A

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

Paschen's normal business hours for providing customer service are 6a-5p CT Monday-Friday.

Upon award of a supplier agreement, we will provide a listing of contact numbers for our assigned staff who will be on-call to provide customer service support to cooperative members outside of normal business hours.

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

F.H. Paschen's construction claims are typically mechanics lien cases, arising from payment related disputes, to which F.H. Paschen has defenses and counterclaims. There are also personal injury suits and property damage cases pending that are adequately covered by insurance and are being defended by counsel approved by F.H. Paschen's insurers. F.H. Paschen provides defense and indemnification to project owners. F.H. Paschen has no outstanding judgments. F.H. Paschen has not been involved in any bankruptcy or reorganization. Further information is available upon request.

Marketing | Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

a. A co-branded press release within first 30 days:

At the discretion of Equalis Group and Region 10 ESC we can either lead the press release writing process or contribute to the process that is led by Equalis Group and Region 10 ESC personnel. We are happy to share a Press Contact list we have developed. We can also spearhead this effort by combining Equalis Group contacts as provided to our own list and handling distribution on your behalf.

b. Announcement of award through any applicable social media sites

After securing our clients' approval for each post, we regularly post news of awards, groundbreakings, project milestones, grand openings, and human-interest stories related to our projects and contracts.

In addition, to our own social media outlets we will take the direction of Equalis Group and Region 10 ESC to determine additional social media strategies. There are many LinkedIn interest groups and various industry message boards for instance in which this news would be appropriate and useful.

c. Direct mail campaigns

We have the capability to produce collateral for direct mail campaigns. Although in response to current marketing trends we utilize email marketing campaigns more frequently than direct mail. An example of one of our cooperative contract email blast is included as an attachment to this section.

d. Co-branded collateral pieces

We have produced an eziQC newsletter for the Naperville Cooperative since May 2012. We also produce and distribute newsletters for eligible entities for cooperative contracts in Cook County, Washington D.C., Indiana, and Georgia. A newsletter example can be found at the end of this section.

e. Advertisement of contract in regional or national publications

Our community and business outreach and recruitment plan includes publishing notices of subcontracting opportunities in daily newspapers of general circulation in the appropriate metropolitan area(s). Another means of print advertising includes the sponsorship of special events and fundraisers that are hosted by current or current Equalis Group members.

f. Participation in trade shows

Paschen participates in many trades shows throughout the year. Among the trade shows in which we've participated, the Georgia Department of Administrative Service Procurement Fair has been successful the past couple of years. Our business development representatives also attend dozens of other JOC specific trade shows held nationwide throughout the year.

g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:

We will comply with Equalis's requests to post a summary of contract serviced offered, the solicitation, logo, and other information as requested to dedicated web page. The following is a link to one of the internet web-based homepages we have established to comply with our active Cooperative JOC contract requirements.

Link: <http://ncpa.us/Vendors/F.H.%20Paschen>

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

The strategy for demonstrating the benefits of this contract to eligible entities will closely follow the proven path we've developed to date. Paschen will dedicate the leadership and sales support personnel required to deliver JOC services.

Once we have established a rapport with the client, we can investigate and assess the needs of that organization. Our seasoned and reliable Business Development professionals will formulate a schedule of educational outreach, phone calls, and face-to-face meetings that will gather the critical information required to create an informed JOC services proposal. Our team will provide an experience-based introduction to JOC services and identify prospective projects that would benefit from this alternative delivery method.

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

Paschen has achieved much success in the marketing and delivery of JOC services to agencies, institutions, and municipalities nationwide. Our team understands the needs of our clients, and we have developed our expertise in this alternative delivery method to meet the demands of municipalities, school districts, housing authorities, park districts, transit authorities, and airports, among others. Consistent successes with the JOC delivery method has allowed us to develop a team with the skills to quickly assess a variety of workplace environments and political landscapes.

We will identify new clients by leveraging our relationships with the local Architectural/Engineering firms, similar agencies, and our current clientele base. We will identify opportunities and organizations with significant Capital Improvement Programs. This will be followed by the establishment of an appropriate Sales/Marketing Manager for these key target organizations. Our Sales/Marketing staff will be assigned to client pursuits based on relevant experience, pertinent skills sets, and personality profiles.

Our tactics are designed to bring initial success. Paschen will first seek opportunities that represent the best alignment of goals and rewards. We will survey governmental agencies, public school districts, private schools, higher education organizations, sanitary districts, and private entities with large campus environments or significant real estate portfolios. Having targeted a select group of governmental agencies and/or entities we will concentrate our efforts in providing superior services. Expectations will be carefully managed and delivery of services will ensure Quality from day one. Creating momentum, we will then expand our successful program to new clients. Our core belief in developing new markets is that "Nothing breeds Success like Success."

Paschen will dedicate the required leadership and support personnel necessary to deliver JOC services to a variety of Equalis Group members in the Region. By strategically deploying our resources, accomplishing the needed recognizance, delivering excellent service, and sharing the successes with subsequent potential clients, we will be able to capture a wide share of the marketplace.

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

From an operations point of view, we will be able to mobilize rapidly upon contract award. With our local office already established, we have all key employees in place to be of service from Day 1. At Equalis Group and Region 10 ESC's earliest convenience, we would welcome a meeting to discuss, in further detail, the types of projects, volume of work anticipated, and special requirements to be expected, as well as to discuss the makeup of Equalis Group and Region 10 ESC membership, including the quantities, types and locations of the membership.

With regard to Business Development, our contract implementation approach is relationship-based. While we begin by assembling lists of prospective agencies in the geography, we will strategically prioritize our outreach efforts to these agencies based on stringent criteria. We intend to quickly build a track record of local successes.

To begin, we will leverage our relationships with the Architectural, Engineering, and Trade Contractor communities, with the various agencies and associations that serve potential clients, and, most importantly, with any existing clients in the area. Conversations with these entities quickly reveal the agencies with whom we are likely to have the greatest affinity, and to whom we can immediately offer the greatest value. These conversations help us to identify agencies with the kinds of real estate portfolios and capital improvement programs that easily benefit from the JOC approach.

Professional service providers, associations that cater to government entities and public-sector agencies, and, especially, our current clients, are also our best advocates when it comes to educating agencies on the benefits of Job Order Contracting. Prospective clients' apprehension about or resistance to unfamiliar ideas quickly dissipates when the ideas are promoted by their peers and trusted advocates.

This education process has multiple tiers. At the base of our effort are the one-to-many, formal presentations given at events such as trade shows and conferences.

While these presentations are important for general awareness, our primary objective with these events is to follow up with the participants individually and discuss their specific needs and interests. These types of events also help to generate word of mouth, especially among the vendors and service providers who can use this new information to be of service to their existing client base. Savvy providers of service in this marketplace are eager to make referrals to and for companies with the intent of providing new value to existing client relationships.

The intermediate tier of our program is the Outreach Presentation. Hosted either by an existing client or by Paschen itself, we would invite several Cooperative members to an event assembled for the express purpose of discussing the features and benefits of Job Order Contracting. While the event is scalable, the ideal number of participants should not exceed 20 agencies. Multiple decision-making and decision-influencing representatives from each agency should be in attendance, so that each gets the information first-hand. By conferring about their impressions, concerns, and buy-in – right in the same room as those who can immediately answer their questions and overcome their objections, agencies can quickly proceed toward decisions and commitments to sign onto the approach.

The pinnacle of our Business Development program is the one-on-one presentation. Whether by referral or by cold call, we are persistently seeking opportunities for our Sales and Marketing Managers, Executives, General Managers, Delivery Order Managers, and Superintendents to sit down with Owners. Our best opportunity to understand clients' needs and tailor our benefits message to those needs is to engage in these direct dialogues.

We have a full array of prepared materials at our disposal – handouts, PowerPoint presentations, etc. – but we take the time to tailor each set of materials to each client and meeting. This can't be done well without having the kind of background information and initial talks described above.

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

We have several individuals in the JOC division at Paschen who have not only performed on contracts but can articulately describe the process and how it provides value. Part of our Project Management training includes this training, because it is a clearly-set expectation that our Project Managers, and Superintendents assist with the marketing of Job Order Contracts.

These employees' skills are equally attributable to talent identified during the hiring process and ongoing professional development in public speaking, leadership, and management practices. Upon award our national sales team will be brief on the Region 10 ESC agreement with a specific focus on sales and marketing goals.

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

Paschen will provide our company logo to Region 10 ESC for the purposes of reproducing the logo and marketing communications and promotions.

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

\$ 1 million in year one
 \$ 2 million in year two
 \$ 3 million in year three

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

Based on our experience with cooperative purchasing programs, we know that the successful implementation of this type of contract lies in the effective coordination of communication and marketing. Paschen has had much success with the implementation of cooperative purchasing programs. For example, the City of Naperville established a joint purchasing agreement between the City and other entities with the award of their JOC contract in 2011. Since then a growing list of municipalities that have benefitted from the City of Naperville JOC contract including the City of Aurora, Housing Authority of Cook County, Village of Downers Grove, and the Glenbard Wastewater Authority, among others.

The following is a representative list of Paschen holds cooperative agreements with:

- National Cooperative Purchasing Alliance
- The Interlocal Purchasing System (TIPS)
- Sourcewell (formerly NJPA) e2IQC

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

The Sales Support staff will create a Sales Funnel report to track leads at the following stages:

- **Suspect** – Everyone in the target market, contacted via some manner of outreach, e.g. conference attendance, direct mail, cold calling, etc.
- **Prospect** – Anyone who has taken a responsive action, such as return phone call or email, dropping of a business card, or response to a survey.
- **Lead** – Anyone who has been presented with further information, such as a one-on-one meeting, detailed brochure, etc. and has indicated interest but has not necessarily indicated a timeframe for deciding (urgency). The person who has indicated interest may not necessarily be the Decision Maker with ability to buy, but could be a Decision Influencer who will be an advocate during the close of a sale.
- **Opportunity** – A Decision Maker who has indicated interest and urgency to move toward a sale, whose remaining concerns must be resolved through negotiation.

Estimated revenue figures will be assigned to potential suspects, accompanied by an anticipated timeframe for the sales process and the odds of winning, expressed in a percentage. By multiplying the estimated revenue by the likelihood to win, and plotting that figure by date, a clearer picture emerges of where effort must be applied.

For instance, if a direct mail campaign yields many prospects, it's better to advance these new prospects forward to discover which are leads than it is to invest more time finding new suspects. Inevitably, prospects will lose interest if they are not contacted promptly after taking responsive action to an outreach. Similarly, it's best to launch new outreach campaigns when opportunities are heading into negotiations, so that the pipeline is always evenly full.

This Sales Funnel report is also very useful to Operations. If promising prospects are advancing through the sales cycle, decisions about staff allocations may need to be made. While hiring may not occur until market share increases substantially, Human Resources may be engaged to start identifying candidates.

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

Our Corporate Office accounting staff will coordinate the financial and cost information needs of this program. This centralized department administers and monitors all job order-related expenses, then checks will be issued to the Management Team. Weekly and monthly program cost/labor distribution reports are generated at the corporate office then forwarded to the project staff for review. Accounting and payroll paperwork is prepared at the corporate level, as well. Close communication will be maintained between the corporate accounting staffs throughout the duration of the contract.

A key element of our corporate support, with regard to subcontractors, is labor compliance. We maintain an in-house program that educates all subcontractors of their obligation to ensure that all workers are paid the correct minimum wage for the work they perform before they start work on a project. We require that all subcontractors submit weekly certified payroll information on all projects which is then cross referenced with the Project Superintendent's Contractor Production Report to confirm that the workers who performed the work at the jobsite are listed on the certified payroll information. We regularly check with workers to inquire if they are being paid the correct wage rate in a timely manner and periodically require subcontractors to provide copies of cancelled payroll checks to verify that certified payroll information is true and accurate. If violations are discovered, we take immediate action to ensure the workers are properly paid.

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

Our company understands what it takes to successfully implement JOC contracts and we are eager to work with Region 10 ESC. Our clients realize the greatest benefit from JOC when all parties have a clear, mutual understanding of priorities, the capabilities utilized, and the timeframes within which and the extent to which service will be provided.

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

The activities and programs that are described in this statement are practices, to the greatest reasonable extent, both in our offices and on our construction sites.

PROJECT-BASED ACTIVITIES & PROGRAMS

- Truck & Equipment Idling – Through the use of two-way radios, and through management practices, we limit excess idling of trucks and equipment, which reduces emissions.
- Pollutant run-off- We follow wise chemical practices to prevent liabilities for exposure or storm runoff.
- Water conservation – We seek onsite water reuse opportunities.
- Local Sourcing – To the greatest extent possible, we procure materials that are manufactured or harvested within 500 miles of the project site.
- Compressed Natural Gas (CNG) – If acceptable to our Clients, we propose that project pickup trucks, street sweepers, etc. be fueled by CNG.

OFFICE-BASED ACTIVITIES & PROGRAMS

When appropriate/applicable, we:

- Consider ergonomics of items such as table height, chair adjustability, stored items accessibility, etc.
- Audit inventory of appliances and equipment to make sure the capacity available matches the demand.
- Track costs of operation to note performance and cost changes.
- Mitigate noise and odor pollution from appliances/equipment.
- Strategically share equipment between departments – printers, faxes, refrigerators, microwaves, paper cutters, binders, etc.
- Purchase office supplies with reuse/recycling taken into account.
- Use high-capacity and remanufactured toner cartridges.
- Use elemental chlorine free paper with >30% recycled content; 100% post-consumer content wherever possible; use of "Extra Bright", colored, and glossy papers is heavily restricted.
- Duplex prints and copies as default.
- Reuse one-sided paper for drafts.
- Host meetings, luncheons and events in locations that minimize the cumulative travel of all participants.
- Order fair trade, shade grown coffee for daily office use and special events.
- Buy drinks and snacks in bulk to reduce delivery frequency.
- Opt for buffet service whenever catering, which uses less packaging and results in less waste than boxed or plated meals.

ENERGY EFFICIENCY

When appropriate/applicable, we:

- Conference call and video-conference when possible.
- Support use of carpools, Zipcar rentals, alternate modes, and public transit.
- Use remote network access, intranet, and other virtual office connections to reduce inter-office travel.
- Circulate memos, announcements, forms, surveys, etc. electronically.
- Use day-lighting, including light dimmers in partially day-lit areas.
- Turn off all manual light switches when leaving rooms and use motion-detectors to auto-turn lights off.
- Use operable windows and/or fans instead of adjusting thermostats.
- Use zoned programmable thermostats, which shut down or run at minimal power when spaces are not in use.
- Adjust thermostats below 71° in the heating season and above 73° in the cooling season.
- Only plug surge protectors into wall sockets and use surge protector off switch when appliances aren't in use.
- Use rechargeable batteries.
- Hang insulated window shades to prevent heat loss.
- Lease, versus own appliances and equipment where practical.
- Clean heat exchanger and coils regularly.
- Review utility bills for accuracy and keep records to follow costs and changes in bills.
- Clean lighting regularly to maintain brightness.
- Use alternative light sources (skylights, windows, solar tubes, etc.).
- Regularly clean/service and calibrate the controls of HVAC systems.
- Place equipment and appliances in areas with proper ventilation and humidity levels.
- Turn off printers, copiers, computers and all other appliances at night and on the weekends.
- Set computers to turn off display after 5 minutes dormant; computers sleep after 10 minutes dormant.

RECYCLING PROGRAMS

- List used or surplus equipment available to employees.
- Single-stream (single bin for all items) recycle.
- Recycle batteries, light bulbs, toner cartridges, and electronics with help from the Office Director or Project Superintendent.
- Place recycling containers in each office and near copiers, printers, etc.

WATER EFFICIENCY

When appropriate/applicable, we:

- Use water coolers and aim for a “bottle-free environment”.
- Landscape with hydro-efficient or xeriscaping plants.
- Properly maintain filters and water traps.
- Purchase ice machines and water coolers designed to recycle cooling water.
- Inspect leaking faucets, toilets, and other water use machines.
- Track water bills to notice any abnormal changes.
- Maintain heating and cooling system water traps.
- Irrigate at more efficient times than during the heat of day, and use sensors to prevent irrigation during periods of rain.
- Install motion-detecting water faucets.

PASCHEN'S CORPORATE HEADQUARTERS

In November 2011, F.H. Paschen, S.N. Nielsen moved to new headquarters. Putting a former IT Hub and Call Center to new use, the building and its operations integrate a multitude of “green” features. A sampling of these features includes the following:

- **Energy Management System (EMS)** – Similar to other systems of computer-aided tools, such as those that help practitioners manage quality or safety, an EMS measures and assesses a business' strengths and weaknesses, helps identify and manage significant environmental impacts, increases efficiency, ensures compliance with environmental legislation, and provides benchmarks for improvements. One well-known benefit of an Energy Management System (EMS) – also known

as a Building Automation System (BAS) – is the ability to help control energy costs. When a building without an Energy Management System is retrofitted, it is not unusual to save 10 to 15 percent of the total energy required to operate the building prior to the retrofit.

- **Variable Speed Fans** – Paschen recently converted the HVAC system from constant speed fans, so that, when the building's target temperature is achieved, less energy is expended in order to maintain it.
- **Compact Fluorescent Light bulbs (CFLs)** – CFLs are installed in every location that would typically be lit by traditional incandescent bulbs. They use about 75% less energy than a traditional incandescent bulb and lasts at least 6 times longer. They produce about 75% less heat, so they're safer to operate and cut energy costs associated with facility cooling.
- **T8 lamps and ballasts** – Where fluorescent lamps would be used, these lamps with high efficiency electronic ballasts are more energy-efficient than legacy T12 lamps and magnetic ballasts. This was a simple upgrade, since the T8 lamps and ballasts fit into the same fixture. This lighting retrofit provides energy savings greater than 40% while also improving the quality of the lighting. These quality improvements include quiet operation, improved color rendering, and a reduction in HVAC costs due to less heat being generated by the lighting system.
- **ENERGY STAR® Appliances** – All refrigerators, freezers, ice machines, microwaves, dishwashers, etc. in the employee kitchens are ENERGY STAR® qualified.

SUSTAINABLE PROJECTS

Paschen has developed both experience and expertise in sustainable construction. We know that the construction process places significant demands on natural resources, in terms of material usage, demolition waste, and energy consumption. As a proud member of the U.S. Green Building Council, Paschen has a dedicated team of LEED Accredited Professionals on staff.

USE OF RECYCLED MATERIALS

As a General Contractor, we have minimal influence on the choice of materials to be used in the manufacturing of our products. When those opportunities are available, we present options for procurement of locally-sourced, recycled, and recyclable materials. The options are presented with an analysis of initial vs. lifetime cost, durability, and their ease of maintenance over the useful duration.

ENVIRONMENTAL STANDARDS/CRITERIA FOR SELECTING SUPPLIERS

When appropriate/applicable, we:

- Make concerted efforts, upon need for or acquisition of regional/project space, to negotiate a sustainable lease. New construction should pursue the highest reasonable LEED certification available.
- In any office build-out or renovation, consider the use of recycled, used or salvaged materials; environmentally responsible designs that optimize material use, energy efficiency and adaptability (lighting, air flow, insulation, etc); appropriate sizing; use of products and materials made without volatile organic compounds (VOCs, including solvents, adhesives and particle boards, may emit gasses that pollute office air).
- Consider product durability and life span on top of the initial cost for any purchase.
- Seek local companies and suppliers that pledge to reduce transportation impacts; always ask vendors and delivery services to combine packages and delivery schedules, whenever practicable. Ask vendors to reduce the amount of packaging for products, and buy products in bulk to avoid unnecessary packaging.
- Prefer suppliers that take back packing materials, and reuse supply boxes for outbound shipments.
- Choose local caterers who offer local, in-season and vegetarian menu options and reusable dishes.

WASTE-MANAGEMENT PROGRAM

We are accustomed to recycling almost all of the roadway pavement and asphalt on our civil work. We also recycle demolished material (i.e. concrete, pavement, lumber, metals, brick/masonry, carpet, plastic, etc.) – As we are able, we propose to separate recyclable materials and send them to the designated, appropriate recycling centers.

When appropriate/applicable, we:

- Encourage staff to use their own mugs, plates and utensils.
- Post signs to remind people to recycle and communicate procedures.
- Explore options for donating items that are no longer needed.
- Train and supervise janitorial staff to comply with recycling/reuse policies.
- Solicit money-saving and/or pollution prevention ideas from employees.
- Regularly assess disposed items for recycling potential.
- Train managers to help staff dispose of products/equipment in the most useful manner.
- Prefer online/email catalogs, magazines and journals, and we are removed from mailing lists wherever possible; when hard copy is the only option, share subscriptions.
- Receive faxes electronically instead of by hard copy.
- Have electronic/online folders for filing most correspondence.
- Mark "refused" on unsolicited mail and return it unopened to the post office.
- Create letterhead and form templates instead of pre-printing.
- Exhaust updating and repair options before replacing furniture, appliances or equipment.
- Communicate with refuse service to monitor trash volume, pulls per week, cost per pull, kinds of trash and potential hazards.
- Initiate waste minimization practices in areas such as selection of cleaning supplies and towels.
- Share surplus equipment or supplies with other offices.
- Ask customers for ideas/preferences for information transmission, encouraging the use of email or on CD instead of by hard copy wherever possible.

STATE OF ALABAMA

BID LIMIT: **U**
AMOUNT: **UNLIMITED**



LICENSE NO.: **47290**
TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

F H PASCHEN, S N NIELSEN & ASSOCIATES LLC
CHICAGO, IL 60656

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION


until **May 31, 2020** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

1st day of May, 2019

Mark H. O'Quinn SECRETARY-TREASURER *Ally W. Haly* CHAIRMAN

152168

 **Department of Consumer and Regulatory Affairs**
Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: **2/26/2018**
Category: **4105**
License#: **70102499**
License Period: **4/1/2018 - 3/31/2020**

BASIC BUSINESS LICENSE

| | | |
|--|--|---|
| Billing Name and Address: F. H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC 5515 N. East River Road Chicago, IL 60656 | Premise/Application's Name and Address: F. H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC 5515 N. EAST RIVER RD - CHICAGO, IL 60631 | Registered Agent's Name and Address: Ct Corporation System 1015 15th St Nw Washington DC20005 |
|--|--|---|

Owner's Name
Corp. Name **F. H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC**
Trade Name

| | | | | | |
|---|----------------|-------|-------|------|----------|
| CofO/HOP#: | SSL: na | Zone: | Ward: | ANC: | PERM NO. |
| CLASS: A | | | | | |
| General Service and Repair - Gen Contr/Construction Mngr | | | | | |

Licensee Details

Licensee Information

Name: **FREIHEIT, CHARLES WILLIAM JR (Primary Name)**
F H PASCHEN, S N NIELSEN & ASSOCIATES LLC (DBA Name)

Main Address: **5515 N. EAST RIVER ROAD**
CHICAGO Illinois 60656

License Mailing:

LicenseLocation:

License Information

License Type: **Certified General Contractor**

Rank: **Cert General**

License Number: **CGC1516273**

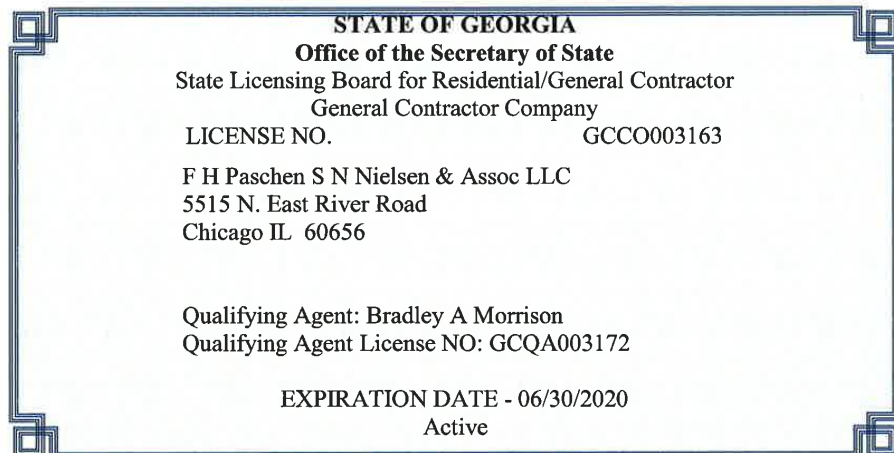
Status: **Current,Active**

Licensure Date: **10/20/2008**

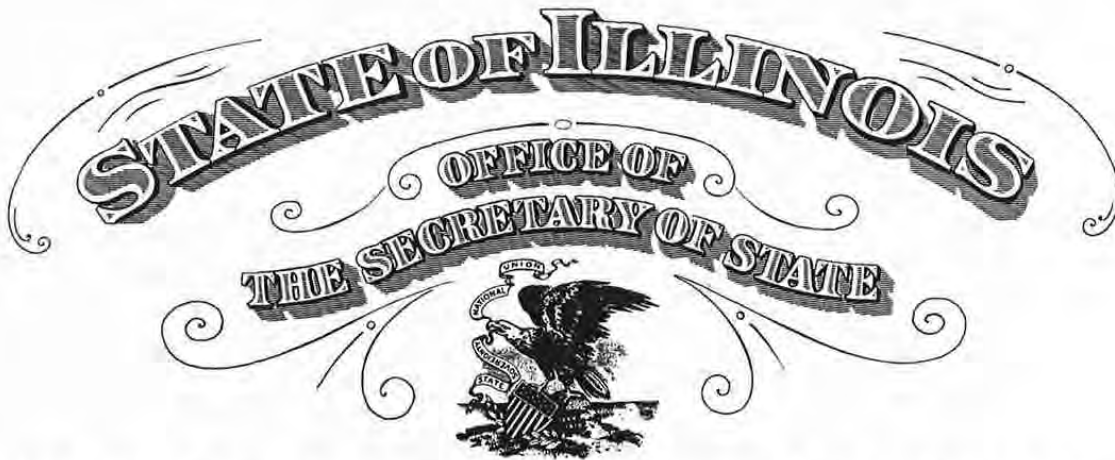
Expires: **08/31/2020**

Special Qualifications Construction Business

Qualification Effective
10/20/2008



2450732



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 21, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 16TH
day of JULY A.D. 2019 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1919701748 verifiable until 07/16/2020
Authenticate at: <http://www.cyberdriveillinois.com>

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on March 06, 2006, and was in existence or authorized to transact business in the State of Indiana on October 29, 2019.

I further certify this Foreign Limited Liability Company has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 29, 2019

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

2006031501036 / 20191160170

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on November 28, 2019.

90 County



State of Maryland License

F H PASCHEN S N NIELSEN & ASSOCIATES LLC
5515 N EAST RIVER ROAD
CHICAGO IL 60656

F H PASCHEN S N NIELSEN & ASSOCIATES LLC
5515 N EAST RIVER ROAD
CHICAGO IL 60656

02406942

02422431

14753037

19

| CODE | UNIT | TYPE OF LICENSE | NO OF LIC | COST |
|------|------|-------------------------|-----------|-------|
| 66 | 050 | OUT-OF-STATE CONTRACTOR | 1 | 50.00 |

DATE OF ISSUE
MO DAY YR
04/16/2019

MONTHS PAID
12

| | |
|--------------|-------|
| ISSUING FEES | 2.00 |
| TOTAL | 52.00 |
| AMOUNT PAID | 52.00 |

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2020**

ISSUED BY

SCOTT A. POYER, CLERK OF CIRCUIT COURT
8 CHURCH CIRCLE, ROOM H-101
ANNAPOLIS, MARYLAND 21401 (410)222-1434

LST

State of Tennessee

346146 1127582

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 65963
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2020
AGLM UNLIMITED; BC-B ; HC-3 ; HC-6 ; HRA-A ; HRA-B ; HRA-C ;
HRA-D



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

License Year

2019

License No.

70574

North Carolina

Licensing Board for General Contractors

This is to Certify That:

F.H. Paschen, S.N. Nielsen & Associates LLC
Chicago, IL

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Building

until

December 31, 2019

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2019

This certificate may not be altered.



J. F. Paschen

Chairman

C. Frank Wiesner
Secretary-Treasurer

CCB1044180

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

LICENSE# - G116764

The following licensee:

LICENSE# - G116764

F H PASCHEN SN NIELSEN & ASSOCIATES LLC
5515 N. EAST RIVER ROAD
CHICAGO IL 60656

has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

BD5

EXPIRATION DATE:10/31/2020

Effective License Issue: 08/10/2018

Initial License Date:08/18/2011

Qualifying Party(s): BRAD MORRISON

*** Group Number and Dollar Limitations: ***
The number after your 2-letter classification(s) above is your Group#

Group #1 - \$50,000

Group #3 - \$500,000

Group #2 - \$200,000

Group #4 - \$1,500,000

Group #5 - \$Unlimited

Roger Jones
Administrator

It is at the discretion of the licensee, not the Board, to authorize officers or employees of the company to pull permits and conduct business.

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

F.H. Paschen, S.N. Nielsen & Associates LLC
File Number: 801271890

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign Limited Liability Company (LLC) to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

F.H. Paschen, S.N. Nielsen & Associates LLC

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/19/2010

Effective: 05/19/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Prepared by: Debi Mojica

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10308


Dial: 7-1-1 for Relay Services
Document: 308634940002

COMMONWEALTH of VIRGINIA
 Department of Professional and Occupational Regulation
 9960 Mayland Drive, Suite 400, Richmond, VA 23233
 Telephone: (804) 367-8500


EXPIRES ON
10-31-2020

NUMBER
2705137284


BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
***CLASSIFICATIONS* CBC CEM H/H**



F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
 5515 N EAST RIVER ROAD
 CHICAGO, IL 60656



Status can be verified at <http://www.dpor.virginia.gov>


Jay W. DeBoer, Director

Department of Labor and Industries
 PO Box 44450
 Olympia, WA 98504-4450

FH PASCHEN SN NIELSON/ASSO LLC
 5515 N EAST RIVER ROAD
 CHICAGO IL 60656

FH PASCHEN SN NIELSON/ASSO LLC

Reg: CC FHPASPS895CW
 UBI: 603-056-178

Registered as provided by Law as:
 Construction Contractor
 (CC01) - GENERAL

Effective Date: 2/11/2011
 Expiration Date: 2/11/2021



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV047724

Classification:
GENERAL BUILDING

FH PASCHEN SN NIELSEN & ASSOC LLC
DBA FH PASCHEN SN NIELSEN & ASSOC LLC
5515 N EAST RIVER ROAD
CHICAGO, IL 60656

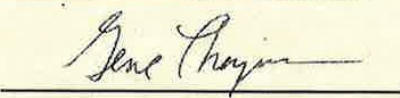
Date Issued

FEBRUARY 07, 2019

Expiration Date

FEBRUARY 07, 2020


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC

is a foreign corporation or foreign limited liability company authorized or registered to transact business in Wisconsin and that its date of qualification or registration is May 11, 2010.

I further certify that said organization has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 181.1622 or 183.0120, Wis. Stats.; that it has not applied for a certificate of withdrawal under ss. 180.1520, 181.1520 or 183.1011, Wis. Stats.; and that it is not the subject of a proceeding under ss. 180.1531, 181.1531 or 183.1021, Wis. Stats., to revoke its certificate of authority or registration.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on July 31, 2019.

MARY ANN MCCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **249698-B0A46847**

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

11/14/2019

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

F.H. Paschen, S.N. Nielsen & Associates LLC

is duly registered to do business under the laws of the Commonwealth of Pennsylvania and remains a registered Foreign Limited Liability Company so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Certificate of Registration shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

Katlynn Bookman

Acting Secretary of the Commonwealth

Certification Number: TSC191114161894-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

F.H. Paschen, S.N. Nielsen & Associates LLC

using in Missouri the name

F.H. Paschen, S.N. Nielsen & Associates LLC
FL11028

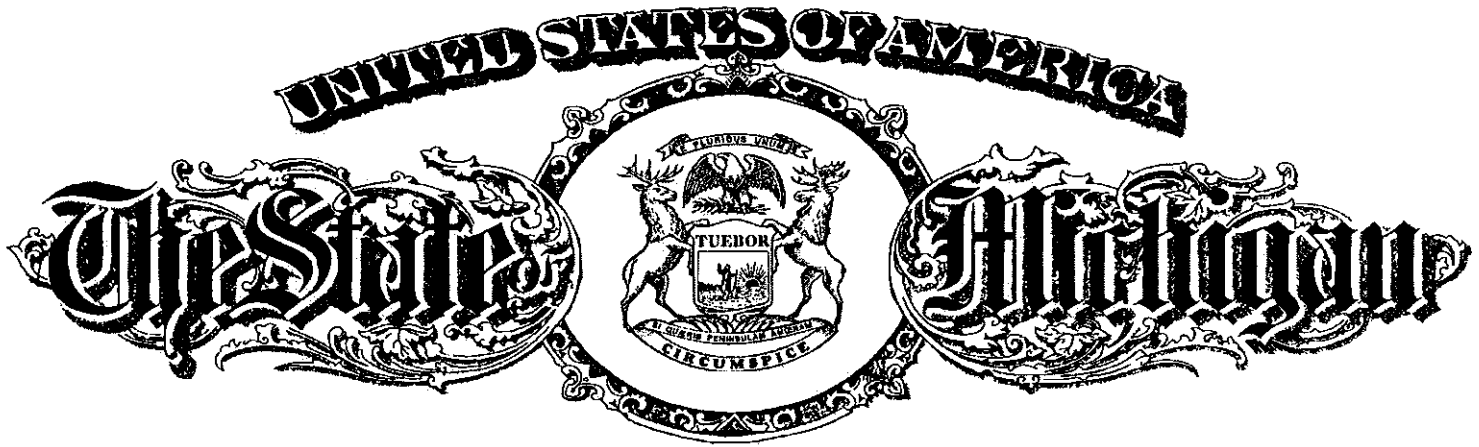
a ILLINOIS entity was created under the laws of this State on the 2nd day of December, 2010, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 30th day of September, 2019.


Secretary of State

Certification Number: CERT[09302019]0023





Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC

a(n) Illinois FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on December 6, 2010, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 19116791870

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 14th day of November, 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC, an Illinois For Profit Limited Liability Company, Registration Number 1894416, filed on November 9, 2009, is currently in FULL FORCE AND EFFECT upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 14th day of November, A.D. 2019.

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

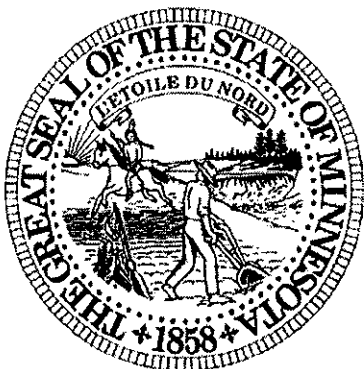
Validation Number: 201931802646

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

| | |
|------------------------------|--|
| Name: | F.H. Paschen, S.N. Nielsen & Associates LLC |
| Date Filed: | 08/10/2010 |
| File Number: | 3943538-2 |
| Minnesota Statutes, Chapter: | 322C |
| Home Jurisdiction: | Illinois |

| | |
|--------------------------------------|------------|
| This certificate has been issued on: | 11/14/2019 |
|--------------------------------------|------------|



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

**IOWA SECRETARY OF STATE
PAUL D. PATE**



CERTIFICATE OF AUTHORIZATION

Issue Date: 11/14/2019

Name: F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC (489FLC - 397940)

Authorized Date: 5/10/2010

Duration: PERPETUAL

State of Incorporation: ILLINOIS

I, Paul D. Pate, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify the following for the limited liability company named on this certificate:

- a. The entity is authorized to transact business in Iowa.
- b. All fees, taxes and penalties required under the Revised Uniform Limited Liability Company Act and other laws due the Secretary of State have been paid.
- c. The most recent biennial report required has been filed with the Secretary of State.
- d. The Secretary of State has neither revoked the company's certificate of authority nor filed a notice of cancellation.

Certificate ID: **CS181808**

To validate certificates visit:

sos.iowa.gov/ValidateCertificate

A handwritten signature in black ink, reading "Paul D. Pate".

Paul D. Pate, Iowa Secretary of State

LARRY MIX

Sales & Marketing

EDUCATION

- Northern Illinois University, B.S., Physical Education

LICENSES / CERTIFICATIONS

- 30 HR OSHA

PROFESSIONAL EXPERIENCE

Larry has served as F.H. Paschen's Vice President of Business Development since 2010. With his 38 years of construction experience, Larry facilitates opportunities in the job order contracting, aviation, transportation, higher education, and energy markets to promote company growth. He has a reputation for communicating, strategizing and coordinating with the Operations teams to exceed client expectations and deliver quality construction projects.

Larry has been an integral part of F.H. Paschen since joining the company in 1984 as a Project Manager. He received his Bachelor of Science from Northern Illinois University and is Paschen's Corporate representative in several organizations including but not limited to the Construction Management Association of America (CMAA), Society of Marketing Professional Services, Federation of Women Contractors (FWC), Hispanic American Construction Industry Association (HACIA), United States Minority Contractors Association (USMCA). He is also the President of Joey's Angels Chapter of the Leukemia Research Foundation (LRF) and is currently the President of the Board for the LRF.

3**YEARS OF
EXPERIENCE**

CASSIDY TARPEY

Sales Support

EDUCATION

- Illinois Wesleyan University, B.A. Business Administration
-Marketing Concentration

PROFESSIONAL EXPERIENCE

Cassidy has served as a Business Development Representative in F.H. Paschen's Job Order Contracting (JOC) Division since 2016. Her primary responsibilities include organizing and attending industry tradeshow and outreach events, identifying potential clients, and maintaining relationships with existing clients. Cassidy helps create and distribute marketing materials that inform and educate potential JOC clients of its many advantages in Texas, Illinois, Indiana, Georgia, and Washington D.C.

Cassidy is on the inaugural Affiliate Board of the Leukemia Research Foundation and the Auxiliary Board of Opportunity Knocks, an Illinois 501c.3 non-profit. She also represents Paschen as a member of the Health Care Institute, an IFMA (International Facility Management Association) Alliance Partner.

She also frequently represents Paschen at events and meetings for the following organizations: DuPage Mayors and Managers Conference, Illinois Association of School Boards, Federation of Women's Contractors, American Heart Association.

39**YEARS OF
EXPERIENCE**

JIM HABSCHMIDT, CPA

Chief Financial Officer

EDUCATION

- DePaul University, M.B.A., Finance
- DePaul University, B.S., Accounting

LICENSES / CERTIFICATIONS

- Certified Public Accountant

PROFESSIONAL EXPERIENCE

Jim is a Certified Public Accountant and has 39 years of experience in business finance and accounting, with 13 Years of construction industry experience. As F.H. Paschen's CFO since 2010, he is responsible for all internal controls systems and is based in our corporate office in Chicago. He monitors all project related expenses, financial and cost information needs.

Prior to joining the Company, Jim held several financial leadership roles, including:

- President and Chief Financial Officer at FeelSure Health Corporation
- Vice President of Finance and Chief Financial Officer for Vysis, Inc.
- Vice President, Development and Finance and Chief Financial Officer of Rand McNally & Co.
- Executive Vice President Operations and Finance of Silvestri Corporation
- Vice President, Finance and Administration of Kewaunee Scientific Corporation
- Financial management positions at American Hospital Supply Company prior to and after its acquisition by Baxter International

37**YEARS OF
EXPERIENCE**

LEO WRIGHT

Executive Support

EDUCATION

- DeVry Institute of Technology, Telecommunication Management
- Davea Trade Center, Construction Management

LICENSES / CERTIFICATIONS

- 30 HR OSHA
- Certified Job Order Contracting Professional

PROFESSIONAL EXPERIENCE

Leo has 37 years of construction industry experience including 23 years with F.H. Paschen. He joined the Company as a Project Superintendent in the Job Order Contract Division (JOC) and was promoted to Project Manager, Chicago JOC Manager and finally Senior Vice President. He is responsible for overseeing the Texas, Illinois, Virginia, Ohio, Georgia, and Florida JOC Departments. These departments are made up of over 90 JOC professionals including Project Managers, Superintendents, and Engineers.

RELEVANT EXPERIENCE

ALLEN INDEPENDENT SCHOOL DISTRICT JOC

This one-year JOC contract for Allen ISD began in May 2019. This contract includes jobs orders for maintenance, repair, alteration, renovation, remediation, or minor construction services of Allen ISD facilities.

CITY OF NAPERVILLE, IL JOC

F.H. Paschen has been actively working on an eziQC® job order contract with the City of Naperville that began in June 2011 and runs through December 2019. This contract is available to all public entities statewide and is designed for facility repair and alteration construction services. To date, Paschen has completed 355 task orders which range in value from \$3,000 to over \$900,000 and total over \$26,326,586. Projects are site specific, ranging from building renovations to site improvements.

UNITED STATES POSTAL SERVICE JOC/IDIQ CONTRACTS -MULTIPLE STATES

F.H. Paschen current holds 33 active USPS JOC/IDIQ contracts with a value completed to date totaling over \$33 million. The contracts are held in states such as Illinois, Indiana, Florida, Virginia, and Wisconsin, among others. Work orders typically consist of renovation and repair projects in existing and/or occupied postal facilities.

STATE OF GEORGIA EZIQC

This eziQC® job order contract with the State of Georgia began in October of 2011 and ran through October of 2015. The contract was designed for on-call facility repair and alteration construction services. In total, Paschen completed 213 purchase orders which ranged in value from \$3,000 to \$1 million. This contract was available to all public entities statewide and had no maximum dollar value. Projects were site specific, ranging from building renovations to site improvements.





Alternative Procurement Delivery Methods for General Contracting Services

F.H. Paschen was recently awarded a contract with the **National Cooperative Purchasing Alliance** to assure all public agencies are receiving construction services of the highest quality at competitive prices.

Cooperative language in the contract allows Paschen **construction services to be accessible nationally to public agencies**, including school districts, municipalities, nonprofit corporations and other entities. Because this contract was competitively bid upfront, agencies can utilize the contract and access Paschen construction services without spending time and resources on the traditional bidding process while **meeting procurement code!**



How To Use This Contract

Contact a Paschen team member to receive more information about utilizing this NCPA Contract. You can also find additional information about the NCPA and F.H. Paschen at the links below!

WWW.NCPA.COM

F.H. PASCHEN NCPA CONTRACT

F.H. Paschen was recently awarded a contract with the National Cooperative Purchasing Alliance to ensure all public agencies are receiving construction services of the highest quality at competitive prices.

WHO?

Over 90,000 agencies nationwide from public and nonprofit sectors are eligible to utilize this NCPA Cooperative Contract, including:

- School Districts
- Colleges & Universities
- Cities, Counties & Local Governments
- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations
- Federal Agencies

WHAT?

This contract for construction services was **competitively solicited** on behalf of NCPA and awarded to F.H. Paschen. Language in the contract allows the Paschen services to be **accessible nationally to public agencies**, meaning they can utilize this contract for construction services without bidding each individual project!

WHERE?

F.H. Paschen currently acts as a General Contractor/Construction Manager in the following states:

- Florida
- Georgia
- Illinois
- Indiana
- Maryland
- Michigan
- Ohio
- South Carolina
- Virginia
- Washington, D.C.
- Wisconsin

WHY?

By using this contract, public and nonprofit agencies have the ability to quickly access a quality contractor and **save valuable time & resources** typically spent on procurement.

HOW?

[Contact an F.H. Paschen team member](#) to receive more information and get your project started!



Office Spaces



Parks & Playgrounds



Libraries



Healthcare Facilities



F.H. PASCHEN NEWSLETTER

[Email F.H. Paschen](#)
to get started today!

NEWSLETTER GUIDE

- Page 1: Using Cooperative Contracts
- Page 2: Featured Projects
- Page 3: F.H. Paschen

F.H. PASCHEN COOPERATIVE CONTRACTS

- Arlington County (VA)
- Cook County (IL)
- City of Naperville (IL)
- Village of Lakemoor (IL)
- Fairfax County (VA)
- State of Florida
- State of Georgia
- State of Indiana
- State of Ohio
- State of Virginia

COOPERATIVE CONTRACT AVAILABLE FOR YOUR CONSTRUCTION NEEDS

F.H. PASCHEN NEWSLETTER

F.H. Paschen has been awarded multiple Cooperative Contracts that are available for use by other jurisdictions in Illinois pursuant to 30ILCS 525 (Procurement #11-082). These contract can be used to quickly order repair or alteration construction services, making F.H. Paschen your on-call contractor at competitive prices.

These cooperative contracts are competitively bid and awarded upfront for an indefinite number of projects over a period of time. A unit price construction task catalog is also part of the contract, meaning fair and reliable prices have already been established. The time and resources typically spent during procurement are saved, and you can focus and negotiated before you even program that are available for use by public entities like cities, colleges & universities, municipalities, and public school systems.

Our team is dedicated to helping you eliminate weeks and months of time in the procurement process while providing a solution for emergency work and projects with strenuous circumstances. In the upcoming issues of this newsletter, we will highlight featured projects, welcome new users, and provide helpful updates for your construction needs.

HOW DO I USE THIS PROGRAM?

Call or [email](#) an F.H. Paschen team member to start discussing your project and set up a scope walk meeting.

DO I NEED TO BID THIS PROJECT?

No, the entities holding theses cooperative contracts have already procured and competitively awarded contracts to F.H. Paschen. Pursuant to 30 ILCS 525, all jurisdictions in the state have the ability to utilize these contracts, provided the public sector does not have any individual restrictions. The time you would typically spend on preparing a bid package, advertising, and awarding has already been done for you.

WHY IS THIS CONTRACT USEFUL TO ME?

Procurement procedures are major contributors to overhead and require significant staff resources. By utilizing the these contracts that have already been competitively bid and awarded, you will save time and money typically put into the conventional bid process, while still adhering to Illinois Procurement Code.

TAB 4 | PRODUCT/SERVICES APPENDIX B



Appendix B: PRODUCT / SERVICES SPECIFICATIONS

Products and Services Covered:

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

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

Project Delivery Order Procedures

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

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

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

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

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

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

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

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

Terms and Conditions for Job Order Contracting (JOC)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Job Order Contracting

We recognize the unique characteristics of job order contracts. It is critical to the success of this contract that the selected contractor responds quickly to the Owner's needs. This is accomplished through the installation of an experienced, quality hands-on management staff capable of making the decisions necessary to ensure the timely performance of this project in its entirety. This staff will be augmented with support from the corporate office as required, particularly in the areas of risk management, loss control, safety, accounting, affirmative action and administration.

It is our assessment that the following is critical to the operations and management of this JOC contract:

- Management staff with documented JOC experience. Education is important, but it is our belief that experience and our extensive in-house training in this unique contracting concept is key to the success of these projects.
- A unified and cooperative partnering approach with the Owner and Owner's Representatives to ensure timely issue resolution and open path of communication.
- Subcontractor selection based on experience and financial stability criteria.
- Quality craftsmanship in all areas of work.
- A sophisticated tracking system to monitor all phases of the work, from proposal pricing to work order completion.

Scope of Work

Upon receipt of notification (verbal or written) from the Owner of an existing requirement, the assigned Project Manager will respond by either visiting the proposed work site with the Owner's representative, or via verbal contact (at the discretion of the Owner). They will meet to discuss the work, methods and alternatives, and further define, and ensure a complete understanding of the scope of the requirement. From this joint scoping, preliminary quantity estimates, a tentative construction schedule, and a date for submittal of the price proposal will be discussed. This will form the basis for the detailed scope of work, which will be agreed upon by both the Owner and our team.

Estimating

To prepare the price proposal, we start by breaking down the detailed scope of work into definable trade packages. Once we have compiled enough information, we will prepare estimates by performing material take-offs and sizing calculations. A complete list of materials and equipment required to perform the task will be developed. The scope of work will be confirmed with our subcontractors, as needed. They will then utilize the RS Means JOCWorks software to compile our price proposals. All of our staff will be equipped with the latest model PC/Laptops that will be loaded with current Microsoft Office, Building Construction Cost Data, and on-screen take-off software.

The proposal will be submitted to the Owner within the agreed upon timeframe. The complete proposal will include a construction schedule, material submittals, specifications and other technical data as required. Value engineering of alternate cost saving options will be reviewed at this time. This thorough understanding by both parties will establish the groundwork to move forward expeditiously.

JOC DELIVERY OVERVIEW

- *Await call from client to schedule joint scope meeting*
- *Visit the proposed site, and discuss the project with the Owner Representative.*
- *Receive final scope of work and Request For Proposal (RFP) from client*
- *Contact A/E firm and create formal plans if needed*
- *Perform material take-offs and sizing calculations, and draft the detailed scope of work for review*
- *Present pricing proposal to client within the allotted time frame*
- *Await job order*
- *Once the job order is received, we will schedule a pre-construction meeting and present any required submittals for approval.*
- *Schedule construction*

Construction Phase

- Upon receipt of the Job Order assignment release, update the tracking system to include required start and completion dates. Verify the proposed sequence of operations and methods of conducting the work, means of access to building, storage space for materials and equipment, and all other issues pertaining to the execution of the task order.
- Once work begins, submit daily reports to the Owner in a format approved by same.
- Implement and follow our rigorous Quality Control program, preventing any non-compliant work from proceeding before remedy.
- Continually update as-built documents, Operations & Maintenance (O & M) information, and warranties.
- Approve invoices and submit to corporate accounting to process.
- Monitor progress: daily by Superintendent, weekly by Project Manager, periodically by Project Executive.

Site Supervision / Trade Supervision

Our Project Superintendent will have overall responsibility for the control of the project site. He will supervise all in-house trades and coordinate all subcontractor activity on the site, beginning with a pre-mobilization meeting for each subcontractor, and continuing as a key participant with the subcontractor in the quality control process through the completion of the subcontractor's scope of work. He will exercise direct, daily oversight of subcontractors active on the construction site to include the conduct of corrective work. He will chair subcontractor coordination meetings to facilitate that oversight. He will communicate and coordinate with the Project Manager on a daily basis about scheduled and actual subcontractor activity.

The Project Manager maintains specific contact with the subcontractors on matters of schedule, performance evaluation, change management, and progress payments. He will chair the meetings during construction with the Owner, Design Team members (as required) and selected subcontractors (as required). The Project Manager reviews, verifies and approves subcontractor requests for equitable adjustment in subcontract price

and period of performance. Finally, he is responsible for the procurement of construction materials and systems equipment to be installed, and for securing construction equipment to be utilized for the construction/installation.

We require all active subcontractors and suppliers to attend coordination meetings with our project team. The coordination meetings are a vital part of the project as the project team reviews upcoming work with the look-ahead schedules, safety issues, outstanding submittals and RFIs, etc. We include the requirement for attendance of the meeting in all of our Subcontract Agreements.

The Project Superintendent assigned to each site is responsible for daily subcontractor oversight and coordination. Additionally, we require daily and weekly safety reports from subcontractors as indicated in our safety manual. We may also require site specific work plans from subcontractors for critical work or activities affecting other subcontractors. The work plan provides details including schedule of work, staging areas, safety considerations, quality aspects and allows us to coordinate and identify any potential issues with the installation prior to the work occurring.

Turn-Over Packages / Close Out

Throughout the course of the job order, the team constantly monitors progress to identify work that is non-compliant or that is not of the expected quality. The production staff addresses these items immediately, as they occur, in an effort to obtain a "zero punch list" environment at completion. Once we feel all work in the field has been completed, the Project Manager will perform an inspection and issue a Notice of Substantial Completion if it has indeed progressed to that stage.

Once the Notice of Substantial Completion is issued, the Project Manager will develop a comprehensive "punch list" of any remaining items that do not conform to the contract requirements and issue it to the Project Superintendent for resolution. The Project Manager will track and follow up on "punch list" items to ensure contract compliance is achieved for all items.

Once all “punch list” items have been resolved, the Project Manager will notify the Owner that the project is ready for inspection. Any items identified by the Owner as non-compliant will be recorded by the Project Manager, and corrected. Once all items have been properly corrected and approved by the Project Manager, the Owner will be notified and a final inspection will be held with all parties in attendance.

The Project Manager will also review all Operation & Maintenance Manuals prior to their submission to the Owner. He will ensure that all instruction and operational training has been properly done, spare parts and keys are turned over, and all warranties are properly executed.

Once all of the contract work has been successfully completed, “punch list” items have been properly resolved and all contractually required paperwork has been successfully submitted, the Project Manager will issue a final Notice of Completion for each job order to certify that all contract requirements have been completed.

Punch-list & Close-out

- Establish a pre-final punchlist prior to completion and distribute it to subcontractors.
- Address items as work progresses to obtain the “zero punch list” goal at the completion of the work.
- Prepare for the final inspection and acceptance, request Owner’s final inspection, and, upon acceptance, issue a final Notice of Completion certifying that all contract requirements have been completed.
- Schedule and document on-site training for equipment as required, and, as necessary, work with commissioning agents throughout the process.
- Submit a complete package of closeout documents for the Owner’s files.

Purchasing

- Material and equipment selections will be made based on careful consideration of the technical specifications and architectural/aesthetic considerations. Requisition materials and services after approval of the submittals and/or samples in the final proposal.
- Delivery of materials and equipment shall be made with a minimum of interference to Owner’s operations and personnel, at areas designated by the Owner and/or Representative.
- Upon delivery, all materials will be inspected in strict accordance with the quality control plan.

Warranty

- During periodic conversations and site visits, check that the project still looks as it should and is performing as expected.
- If a warranty issue arises, log the date of the notification and immediately set an appointment to investigate the issue. If the warranty issue requires an emergency-level response, our Emergency Response team is available 24/7, able to respond within two hours of being notified of the emergency situation.

SAFETY | ENVIRONMENTAL PLAN

Our Culture

Paschen recognizes its responsibility to provide a safe work environment for not only our employees but also our subcontractors and the workers in the facilities that we are performing work. Paschen considers safety and accident prevention the most important discipline of our company's operations. The safety of everyone on our construction projects is of prime importance to us.

Our Program

Risk Management and Corporate Safety Plans are under the oversight of our corporate Safety Committee. Following the guidance of the Safety Committee, the Project Manager will develop a site-specific Safety & Accident Prevention Plan with the assistance of the Risk Management Department during the preconstruction phase of the contract. The Office Administrator with Risk Management oversight, will review all subcontractor insurance certificates and additional insured endorsements for accuracy to ensure the interests of all parties to the contract are adequately protected. Periodic reviews of Risk Management and Safety issues will be conducted by the Safety Committee throughout the project duration.

All levels of Paschen management are charged with the responsibility of providing resources and leadership to recognize hazards and act to eliminate them. All employees must follow safe work methods and practices that will prevent injury to themselves and their fellow employees. It is only through this concerted effort that we can eliminate accidents and the needless hardship that they cause. Some of our procedures include:

First Aid Treatment

- Minor incidents will be handled at the jobsite. Employees with more serious injuries will be taken to the closest hospital emergency room or medical center. At each project location, there will be posted the nearest locations of medical facilities.

Company Required Safety Apparel

- Company safety apparel shall consist of: head protection, eye and face protection, hearing protection, hand protection, respiratory protection, and foot protection.

Construction Site Inspections

- We frequently will conduct site walk throughs checking to see how work is being installed pursuant to the specifications. Our field force is trained to identify safety deficiencies and demand corrective action from our foreman or the subcontractor's manager.

Subcontractor Safety Program Compliance Requirements

- Subcontractors are given the site-specific requirements, which must be written into each subcontractor's Safety Plan, and must be adhered to by the subcontractor. Paschen is committed to hiring subcontractors with a proven culture of safety—who are proactive in safety awareness, with a "zero accident" goal on all projects. We expect any firms we engage on our projects to hold themselves to the highest standards of safety performance and to demonstrate best practices at all times. In addition, our subcontractors are held accountable for their lower-tier subcontractors and suppliers.



Accident Reporting Procedures

Our employees are trained to properly investigate accidents that occur on the project. There are procedures in place and distributed to our employees in order to properly document the facts of the incident, take pictures of the incident's contributing factors, and obtain witness statements. All incident reports must have some sort of corrective action included on them. We encourage learning from mistakes on the project in order to avoid a repeat accident.

All accidents, near-accidents, and injuries shall be reported to Paschen immediately. In the event of a serious accident, in which an employee dies or three (3) or more employees require hospitalization, a report must be made to the nearest Area Director of the Occupational Safety and Health Administration within 8 hours.

The Project Superintendent shall notify:

- Owner's designated representatives
- Business Manager of employee's local union, as applicable
- The Corporate Risk Manager

The Corporate Risk Manager shall notify:

- The appropriate insurance carriers
- Area Director Occupational Safety & Health Administration

Substance Abuse

- A pre-employment drug screen will be administered to applicants who have been made an offer of employment. Any refusal to complete the drug screen shall be considered a voluntary withdrawal of the applicant's application for employment. Testing will be required in accordance with the Owner's specific rules and regulations.
- A test will be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on company premises, of a prohibited item or substance or has violated this drug policy.

Working in Occupied Areas

If a project is in an occupied building with a 24 hour a day, 7 days a week operation, we create detailed site-specific plans to protect the workforce, building, and equipment during construction.

Site Security

We will maintain site security fencing around the perimeter of the construction site. It will be at least six feet tall and strong enough to keep children and unwanted visitors away from the construction operation. We will address security lighting to help create an additional deterrent

Emergency Preparedness

All jobsites have nearby clinics and hospitals identified and mapped in the case of a workplace accident. The information is posted in the job trailer or onsite office and communicated to the subcontractors. If the project site presents unusual hazards, such as being spread out over a large area, we will request that the fire department do a walk-through of the project to familiarize themselves with the area. Projects have fire extinguishers available in accordance with OSHA regulations and emergency procedures posted with proper evacuation rules if need be.

Quality Assurance/ Quality Control and Program

At Paschen safety and quality go hand and hand. Our Three-Phase Quality Assurance approach is modeled after a similar program the U.S. Army Corps of Engineer's Quality Control has used for over 40 years. This approach encourages supervisors at all levels to identify key portions of the work, and develop a realistic and safe plan to achieve the desired results before work begins; communicate the plan with the workers performing the tasks and get their feedback; and provide written and photo documentation of processes and results to confirm compliance with contract requirements.

The program includes routine internal and third-party audits, which confirm compliance with the program and identify areas for improvement. It also includes a robust training program with supervisors who hold U.S. Army Corps of Engineers Construction Quality Management Certification.

Program Summary

The process for identifying and documenting quality control issues is established and consistent, whether the issue is with materials or performance, or whether the problem is occurring with subcontractors or in-house personnel. To begin, we establish a thorough library of standards to which all project participants will be held responsible. In these standards, clear lines of authority are established. It is those with authority who are responsible for the training, monitoring, documenting, communicating, and following through to ensure that the outcomes meet expectations.

Document Control

The Quality Control Manager will be responsible for certifying, approving, and managing submittals (shop drawings, product data, and samples). In addition, he will review all the submittals for the construction materials to confirm that they comply with project requirements and applicable specifications. He will also ensure that all submittals are approved prior to installation. All approved construction material submittals will be distributed and filed. The project staff shall maintain files of approved

submittals at the project site and forward them to the respective subcontractors/suppliers to allow for timely delivery of material and/or performance of work involved. The Project Manager shall coordinate scheduling, sequencing, preparing and processing of submittals with performance of the work so that work will not be delayed by submittal processing.

Identification and Control of Non-Conforming Conditions

The Project Manager is responsible for the control and disposition of all non-conforming conditions including those of subcontractors. The Quality Control Manager shall take measures to assure any feature of the work containing uncorrected deficiencies is not built upon or concealed until satisfactorily corrected or the disposition approved by designated authority. In most cases, such measures include the cessation of all work in the non-conforming area. Authority to accept conditions that violate contract requirements belongs to the Owner.



The Quality Control Manager will immediately execute the following when non-conformance is discovered:

- “Red Tag” the material or work that appears to be in non-conformance. This is done to make the non-conforming material or work easily identifiable.
- Notify any affected functions, i.e. subcontractors, suppliers, users, etc. Depending on the nature of the non-conformance, initial notification will be verbal followed by written. A copy of all written notifications will be kept in the Non-conformance File for this particular “Red Tag” item.
- Fill out the Non-compliance Report. This report includes a non-compliance issue tracking number, the date the issue was identified, description of the issue and, when approved, the corrective action taken.
- Develop a disposition and submit to the proper authority for acceptance.
- Implement the accepted disposition. Depending upon the circumstances, the deficient subcontractor may be responsible for implementing the accepted disposition.
- Verify implementation of corrective action and preclude repetition.
- Initial the Non-conformance Log to indicate closure of the issue.

Records and Documentation

The Project Superintendent will coordinate with the Quality Control Manager for scheduling the daily testing and inspection services that are required on the project. The results of these Quality Control functions will be included in the production reports. If any reports show non-conformances, the Project Superintendent will immediately notify the Quality Control Manager, Project Manager and Executive. This will initiate the process of Identification and Control of Non-conforming Conditions.

The maintenance of project records is the responsibility of the Quality Control Manager until the work is completed. He will perform periodic audits of job records to ensure that complete and accurate documentation of project activities is being maintained. The Project Manager is responsible for assuring the records are legible and are being prepared, properly maintained, and accessible to the Owner at all times.

Non-compliance forms and logs are maintained by the Quality Control Manager. Production reports, delivery tickets, correspondence to and from the Owner, subcontractors and suppliers, Requests for Information, and submittal records are all maintained by the project staff. Once plans and specifications are received, additional Quality Control documents may be necessary.

Frequency of Work Inspections

Throughout the project, the inspection/surveillance process performed by the project staff under the supervision of the Quality Control Manager for both on-site and off-site work is conducted in three phases for all definable features of work.

Each control phase provides the opportunity to prevent problems and deficiencies. Generally, construction knowledge and experience alone, although necessary, will not get the job done. Those performing the work must thoroughly understand the requirements of the specific contract documents and specifications.

The Quality Control Manager is the author of the Quality Control Plan. He will customize the Plan for this project and submit it for approval to the Owner upon completion. After subcontract award, the Quality Control Manager will contact each subcontractor to coordinate their submittals.

He will maintain contact with the subcontractors from mobilization through contract closeout via the three-phase quality control process: Preparatory, Initial, and Follow-up. During the Preparatory / Preconstruction phase the Quality Control Manager will direct meetings with management staff to discuss site safety, scope of work, contract requirements and procedures, project scheduling and the overall approach to the project.

The Initial phase involves meeting with the on-site staff who will actually be performing the work to relay the safety and procedural requirements, as well as the means and methods that will deliver a successful project. During Follow-up, the Quality Control Manager will meet with on-site staff directly after each portion of work in order to identify and correct inadequate work immediately, ultimately reducing potential punch list items and expediting project closeout.

1. Preparatory Inspection

Preparation is initiated by the Quality Control Manager, as it applies to a feature of work, and commences with actions in advance of construction. Advance planning must be performed to determine that all preparatory actions required prior to commencing construction have been accomplished.

Examples of preparatory work include a review of contract requirements; a check to assure that all materials and/or equipment is acceptable; verification that shop drawings, test procedures, testing log, inspection log and other documents have been submitted and approved as required by specifications; a check to assure that special process qualifications are satisfied; verification that prerequisite work has been completed; a physical examination of material and equipment to assure that they conform to approved drawings or submitted data; and orientation of construction supervision and crafts to Quality Control programs and contract requirements. Any material that is determined to be in "non-compliance" is identified at this time. The Quality Control Manager must then take appropriate actions to assure compliance as soon as possible so as not to impact the project schedule. Preparatory inspection activities are recorded in our production reports.

2. Initial Inspection

Initial inspection of each separate feature or segment of work is made at the outset of the operation. This is the best opportunity to get the work off to a proper start in full compliance with contract requirements. This is the time to establish standards of workmanship. If there are differences of opinion in the interpretation of requirements, the issues can be discussed and settled at the onset of work much easier than after the work is in place. The initial inspection is a practical method of performing preventive inspection and reaching agreement in advance.

Examples of initial inspection include examination of the quality of workmanship; conformance with contract documents, specifications, and approved shop drawings; compliance with material lists and equipment schedules; and a review of the inspection and testing for compliance with the quality program and contract requirements. As in the preparatory inspection, any material that is determined to be in "non-compliance" is identified. The Quality Control Manager must then take appropriate actions to assure compliance so as not to impact the project schedule. Initial inspection activities are recorded in our production reports.

3. Follow-up Inspection

Follow-up inspections are performed as a continuation of compliance and workmanship established during preparatory and initial inspection phases. Follow-up inspections will be on a daily basis to assure continued compliance to requirements. Follow-up inspections become more productive when they are preceded by thorough preparatory and initial inspection.

As in the previous inspections, any conditions determined to be unacceptable are identified and action is taken to correct such conditions immediately. The Quality Control Manager has authority to act on behalf of our Team and may direct corrective action if required. Follow-up inspection activities are recorded in our production reports.

Final Inspection

Final inspections are performed to verify an item of work conforms to requirements upon substantial completion. The Quality Control Manager will conduct a careful examination of this work prior to advising that the work is complete. The final inspection will be documented on punch lists. Deficient items will be identified and tracked through correction and acceptance.

If any deficiencies are noted, the Quality Control Manager has primary responsibility for quality and will implement the measures necessary to build quality into the work and perform all pre-commissioning, checkout and testing requirements.

Commissioning and Testing

Prior to the start of construction, the Quality Control Manager, working with the Owner, and will:

- Notify Owner of the scheduled times of inspections and tests that are required.
- Verify that testing procedures comply with the contract requirements.
- Verify that facilities and testing equipment are available and comply with testing standards.
- Check test instruments, calibration data against certified standards.
- Verify that recording forms, including all test documentation requirements, have been prepared.

The “In Process Testing and Inspection” requirements, such as field or laboratory sampling and testing of workmanship and materials will be provided by an approved Independent Testing Lab, or as required by the Owner and scheduled through the Project Manager.

Subcontracting Plan

When subcontracting of any portion of a project is warranted, it is our policy to utilize subcontractors from the geographic area where the project is located to the maximum extent practical. We propose to use subcontractors with established track records. All proposed subcontractors will be thoroughly checked in accordance with our prequalification procedure to confirm their contractor's license status, ability to perform the tasks assigned, competency and availability of personnel, employee certifications (i.e. welding, master electrician, master plumber, etc.), safety history and the financial solvency of the company. Additionally, references will be checked to verify past performance, adherence to schedules, ability to pay suppliers and workmen, ability to maintain acceptable standards of quality, and ability to control safety as well as costs.

We have the capability to self-perform concrete, carpentry, earthwork, select demolition and painting. We have found that using our workforce for these trades sets the pace and helps the project stay on schedule and within budget. If required, these trades can also be bid to confirm that self-performing provides a benefit.

Criteria used to select subcontractors

We require the following information from all subcontractors prior to award of any subcontract:

1. Bonding Capacity in Dollars
2. Bonding Agent Name and Phone Number
3. Bonding Company and Phone Number
4. Bank Reference and Phone Number
5. Evidence of Insurance
6. Insurance Agent Name and Phone Number
7. Three Owner References and Phone Numbers
8. Three Contractor References and Phone Numbers
9. Three Architect References and Phone Numbers
10. List of recently completed Projects, including Contract Value and Duration
11. List of current Projects, including Contract Value and Duration
12. Safety Experience Modifier Rate

Subcontractors who meet the evaluation criteria will be solicited to submit proposals. With this information, we can determine approximately how much work a subcontractor can handle and ensure that workloads remain within those guidelines. In addition, potential subcontractors are interviewed to discuss all aspects of the project. We continually recruit qualified subcontractors to ensure proper staffing of all projects.

Payment approach to subcontractors (e.g. financing vs. paid-when-paid)

We expect to be utilizing many small and disadvantaged business concerns to perform the work issued under this contract and we fully understand the cash flow needs of these small businesses. Prompt payment by the prime contractor is a critical component to developing and maintaining subcontract or relations. This is especially critical when we have key subcontractors working on multiple projects concurrently.

1. Generating Pay Application

- a. Subcontractor and supplier schedules of value are to mirror those items on our pay application, i.e. schedule items. The project should be broken down into line items that are detailed definable features of work. If the project is based off unit pricing, the items, as they pertain to each subcontractor and supplier, pose as the schedule of value.
- b. Pencil copies are collected and used to generate our owner application. These pay applications can be completed in two different ways – Manually, reviewed or transmitted electronically via email.
- c. Upon completion of the pencil copy process and approval from the Owner rep, the formal billing is processed, executed, and submitted for payment.
- d. Formalizing Owner billing includes the completion of subcontractor and supplier billings as approved on our pay application.
- e. A sworn statement is completed using each sub/supplier pay application. These numbers are of extreme importance since this is what the owner uses to verify prompt payment and waiver documentation.

2. Processing Timeline

- a. The timing of our pay applications is very important. Approved Owner billings will be processed immediately. A one week turnaround from the Owner is standard. The deadline to get billings submitted to our Accounting is typically within two weeks of the end of the pay period. This is for our pay application as well as all of our corresponding sub and supplier pay apps. Getting these numbers submitted on time is an important part of making sure our monthly cost reports and Management Reports are accurate.
- b. Accuracy and completeness of information is imperative.
- c. Subcontractors and suppliers will not be paid unless there is an executed contract. A copy will be sent to Accounting for back-up. Payments must be tied to the corresponding owner applications, checks are cut once we have received funds.

3. Releasing Payments to Subcontractors and Suppliers

In order to release funds to subcontractors and suppliers, the following complete documentation is required:

- i. Subcontractors are required to have an executed subcontract, compliant/current insurance, and up to date certified payroll reports. Waivers are required of each subcontractor for each payment. Supporting waivers for all second tier subs as well as all suppliers are also required.
- ii. Suppliers are also required to have fully executed supplier agreement and a blanket insurance certificate. Waivers are also required for each payment.
- iii. We commit to paying subcontractors and suppliers within 10 days of receipt of payment from the Owner.

Completing work for non-responsive subcontractors

Despite our best efforts to qualify contractors, if the circumstance arises that a subcontractor is not sustaining compliance with their contractual obligations, we have two simple ways in which we can maintain operations and schedule. First, anticipating the challenge this situation can present, we identify several qualified contractors, from whom we can solicit proposals for ancillary work not completed by the contractor initially selected. Second, because of the depth of our staff that is thoroughly familiar with project work of this type, we can supplement projects with self-performing personnel. Any of these adjustments would be completed only with the full acceptance and understanding of the Owner and with the greatest sensitivity to open and transparent communication.



TAB 5 | PRICING (APPENDIX C)





TAB 6 | VALUE ADD (APPENDIX G)



Appendix G: VALUE ADD

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

JOC Experience

F.H.Paschen has operated a dedicated JOC division since 1985. Throughout this time, we have developed training, processes, and controls to manage every aspect of JOC project delivery. Based on our experience, we have the knowledge and capability to handle its many complexities of these types of contracts. We understand how to navigate standard unit price books, competitively price our coefficients, staff for both efficiency and responsiveness, and deliver on projects that have a wide variety of scope, scale, schedule, and challenges. Experience has also taught that the success of this type of contract relies heavily on the effective communication, coordination, and management of both in-house self-performing trades and sub-contractors at multiple locations. It is critical that contractor responds properly, quickly, and decisively to the Owner's needs. Our many long-term repeat JOC clients show Paschen's ability to expertly executed these types of contracts.

Self-Performed Capabilities

Paschen has the capability to self-perform major portions of the work, such as concrete and carpentry, but also demolition, paving, drywall, hollow metal, and hardware. This offers significant advantages to our clients, particularly the ability to control the project's schedule, maintain the budget, and meet the quality standards specified while setting the pace of progress for the other trades to follow.

| Paschen Self-Performed Trades | |
|-------------------------------|---|
| Carpentry | ✓ |
| Drywall & Plaster | ✓ |
| Select Demolition | ✓ |
| Doors & Hardware | ✓ |
| Concrete | ✓ |
| Paving | ✓ |



Type of Work Typically Subcontracted

The following is a list of major trades subcontracted:

- Earthwork
- Site Utilities
- Landscaping
- Fencing
- Environmental Abatement
- Masonry
- Steel & Misc. Metals
- Roofing & Waterproofing
- Windows & Doors
- Finishes
- Elevators
- Mechanical
- Plumbing
- Electrical

Community Commitment

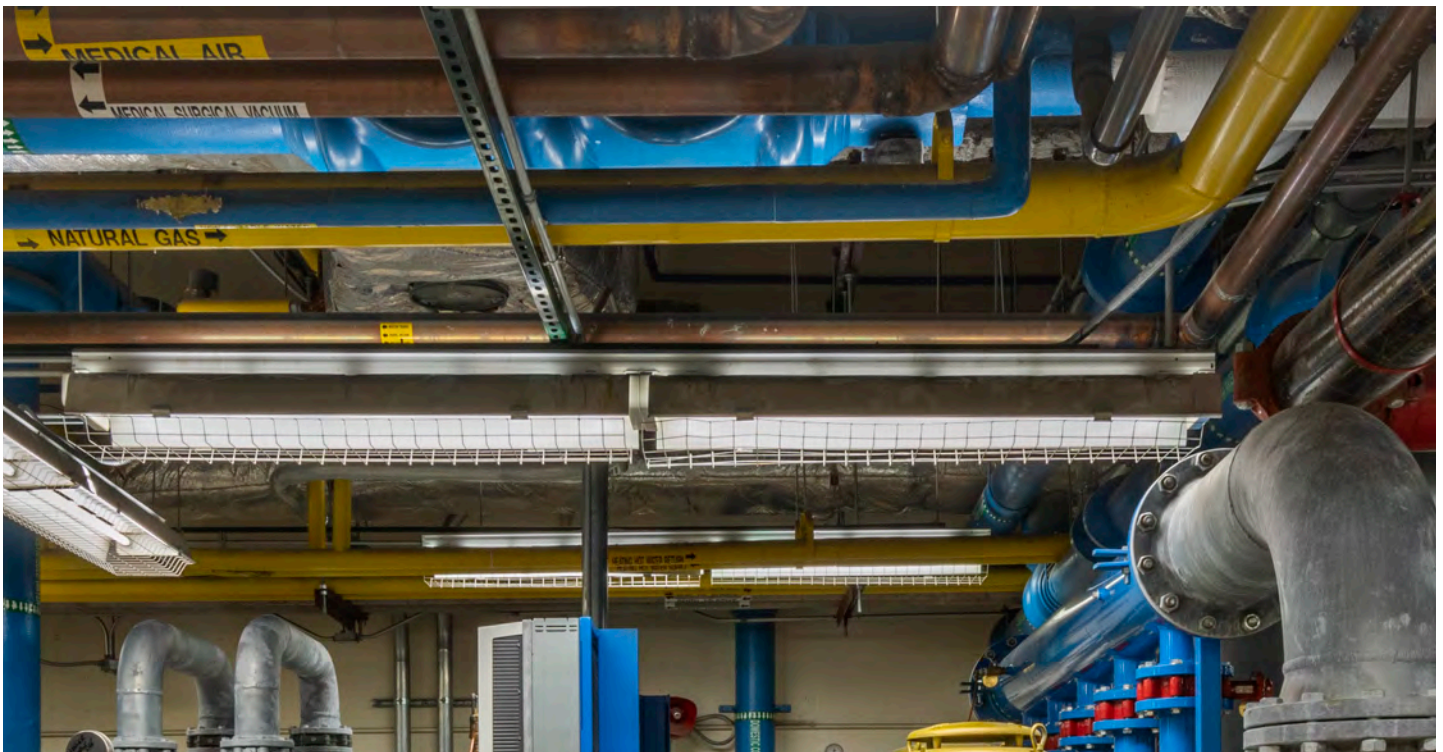
We are proud of the fact that the work we do makes our communities better places to work, live, and play. But what’s even more important to us than the things we build, are the people we build them for. We love to donate our time, talents and resources to a broad range of charitable events and organizations, like the Leukemia Research Foundation, ACE Tech Charter High School, the American Heart Association’s Hard Hats for Heart, Rebuilding Together Inc., and AEC Cares. In 2016, we also established a Paschen Scholars program at George Westinghouse College Prep, providing mentorship opportunities for students interested in pursuing careers in the construction industry.

Diversity

At Paschen, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our clients and for the communities in which we work. That’s why they strive to meet—and, as a result, often exceed—MBE/ WBE/SBE and EEO goals. We have a long-standing commitment to building strong relationships with diverse businesses including DBE, MBE, WBE, SBE, VOSB, 8(a), and other socioeconomically disadvantaged business enterprises.

Those relationships allow us to meet or exceed diverse business goals and EEO requirements while staying within budget expectations. The average diverse spend on Paschen projects is 30% or greater. In addition, we have received several diversity awards including the recent award of the Most Inclusive Prime Contractor of the Year for 2018 from the Md. Washington Minority Companies Association.





TAB 7 | CERTIFICATES (APPENDIX I)



Appendix I: CERTIFICATES

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

Several members of F.H. Paschen's JOC division are Certified Job Order Contracting Professionals. Copies of the certifications are included on the following pages.



Certified Job Order Contracting Professional (CJP)

Leo Wright

HAVING VOLUNTARILY MET THE PRESCRIBED CRITERIA OF THE CJP PROGRAM WITH REGARD TO FORMAL EDUCATION, FIELD EXPERIENCE, DEMONSTRATED CAPABILITY AND UNDERSTANDING OF THE JOC BODY OF KNOWLEDGE, HAVING MET THE PROFESSIONAL STANDARDS AND HAVING DEMONSTRATED A COMMITMENT TO THE HIGHEST QUALITY OF PROFESSIONALISM, HAS EARNED THE DESIGNATION OF CERTIFIED JOB ORDER CONTRACTING PROFESSIONAL (CJP).

THIS CERTIFICATE IS ISSUED BY THE CENTER FOR JOB ORDER CONTRACTING EXCELLENCE
ON THIS 25TH DAY OF AUGUST 2017.



CERTIFICATE NUMBER: 17-129
EXPIRES 8-25-2020

Charles Bowers, CJP, National Education Chair
Center For Job Order Contracting Excellence

Rhonna Endres, CME, CJP, Executive Director
Center For Job Order Contracting Excellence



*Alliance for Construction Excellence
and Center for Job Order Contracting Excellence*



*Upon Recommendation of the Program Faculty, the Del E. Webb School of Construction,
in the Ira A. Fulton Schools of Engineering at Arizona State University,*

Does Hereby Confer Upon

Anthony Izzi

the Certificate of Completion in the Program of

Certified Job Order Contracting Professional (CJP) Program

*Together With all the Rights, Benefits and Privileges Appertaining
Thereto in Token of the Satisfactory Completion of the Curriculum, you have been awarded*

2.4 CEUs

*In Witness Whereof, the Seal and Authorized Signatures of the Del E. Webb School of
Construction in the Ira A. Fulton Schools of Engineering at Arizona State University are
Hereunto Affixed, This 9th day of August, Two Thousand and Seventeen.*



*School of Sustainable Engineering
and the Built Environment*

Del E. Webb School of Construction

*G. Edward Gibson, Jr., Ph.D., PE, Director,
School of Sustainable Engineering & Built Environment*

*Jeffrey Kramer, PE, PWLF, CPM, CCM, Director,
Alliance for Construction Excellence*

*Rhonna Endres, CME, Executive Director,
Center for Job Order Contracting Excellence*



***Alliance for Construction Excellence
and Center for Job Order Contracting Excellence***



*Upon Recommendation of the Program Faculty, the Del E. Webb School of Construction,
in the Ira A. Fulton Schools of Engineering at Arizona State University,
Does Hereby Confer Upon*

Wayne Thompson

*the Certificate of Completion in the Program of
Certified Job Order Contracting Professional (CJP) Program*

*Together With all the Rights, Benefits and Privileges Appertaining
Thereto in Token of the Satisfactory Completion of the Curriculum, you have been awarded
2.4 CEUs*

*In Witness Whereof, the Seal and Authorized Signatures of the Del E. Webb School of
Construction in the Ira A. Fulton Schools of Engineering at Arizona State University are
Hereunto Affixed, This 1st day of November, Two Thousand and Sixteen.*



***School of Sustainable Engineering
and the Built Environment***

Del E. Webb School of Construction

***G. Edward Gibson, Jr., Ph.D., PE, Director,
School of Sustainable Engineering & Built Environment***

***Jeffrey Kramer, PE, PWLF, CPM, CCM, Director,
Alliance for Construction Excellence***

***Rhonna Endres, CME, Executive Director,
Center for Job Order Contracting Excellence***



TAB 8 | SUPPLEMENTARY CATALOGS & CONSUMER INFORMATION (APPENDIX J)



N/A



TAB 9 | REQUIRED DOCUMENTS



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: F.H. Paschen, S.N. Nielsen & Associates LLC

Title of Authorized Representative: James V. Blair, Agent/Chief Executive Officer

Mailing Address: 5515 N. East River Road, Chicago, IL 60656

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: F.H. Paschen, S.N. Nielsen & Associates LLC

Title of Authorized Representative: James V. Blair, Agent/Chief Executive Officer

Mailing Address: 5515 N. East River Road, Chicago, IL 60656

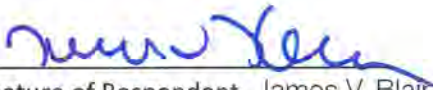
Signature: 

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 James V. Blair, Agent/Chief Executive Officer

11/18/19

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 James V. Blair, Agent/Chief Executive Officer

11/18/19

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 F.H. Paschen, S.N. Nielsen & Associates LLC **RESPONDANT**

ADDRESS 5515 N. East River Road

Chicago, IL 60656

PHONE 773-444-3474

FAX 773-444-5399


Signature

James V. Blair
Printed Name

Agent/Chief Executive Officer
Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

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.)

| | | |
|---|-------------------------|-------|
| F.H. Paschen, S.N. Nielsen & Associates LLC | 5515 N. East River Road | |
| Company Name | Address | |
| Chicago | IL | 60656 |
| City | State | Zip |