

# EQUALIS GROUP REGION 10 ESC

Request for Proposals for:  
Job Order Contracting Services  
in the State of Texas

RFP R10-1117 | March 11th, 2021



March 11, 2021

**SUBMITTED TO:**

Education Service Center Region 10  
400 E. Spring Valley Rd.  
Richardson, TX 75081

Attn: Clint Pechecek

**RE: REQUEST FOR PROPOSAL FOR JOB ORDER CONTRACTING R10-01117**

F.H. Paschen, S.N. Nielsen & Associates LLC (F.H. Paschen) is proud to submit our proposal to Region 10 Education Service Center for Job Order Contracting in the State of Texas. F.H. 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, Texas Buy Board, Sourcewell, Georgia Department of Administrative Services, Arlington County Virginia, City of Naperville, United States Postal Service, University of Indiana, Alexandria City Public Schools, and Chicago Public Schools, among others.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James V. Blair'.

James V. Blair

Agent/Chief Executive Officer



CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution of the Directors of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC on February 19, 2020.

RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, bids, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, letters of credit and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for the presentation of a proposal and if awarded a contract for the construction upon which F. H. Paschen, S.N. Nielsen & Associates LLC is engaged or will become engaged as a Contractor or Manager; The Agents are As Follows:

James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
Charles Freiheit	Agent
Timothy B. Stone	Agent
Roland Schneider	Agent
Leo J. Wright	Agent


Resolved further, that the following are authorized to sign on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, any construction proposals, bids, construction contracts, change orders, subcontract agreements, task orders and purchases orders:

Riley C. Barron	Agent	William Rocha	Agent
Tedd Bloom	Agent	Ronald Rydosz	Agent
Jeremy Seyller	Agent	Michael Kusbel	Agent
Jeanette Charon	Agent	Jack Hill	Agent
Wayne Thompson	Agent	Tony Trost	Agent
Anthony Izzi	Agent	Francis Mullaghy	Agent
Matthew Moss	Agent		

Resolved further, James J. Habschmidt, Secretary and each Assistant Secretary of of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC is authorized to certify the foregoing resolution to any third party to further business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

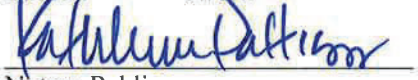
I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

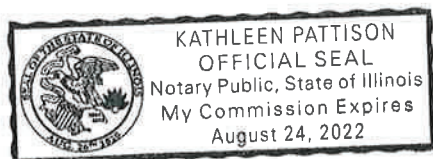
IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 9th day of June, 2020.

  
James Habschmidt  
Secretary

State of Illinois  
County of Cook

Subscribed and sworn to before me this 9th day of June, 2020.

  
Notary Public



# PROPOSAL FORM 1

**FHP**

Adjustment Factors



# PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: General Construction

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHIC AREA: Central Texas Area

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor Without  
Administrative Fees:

1	.	1	4	0	0
---	---	---	---	---	---

(Specify to four decimal places)

1.B Adjustment Factor With  
Administrative Fees (1.A / 0.925):

1	.	2	3	2	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor Without  
Administrative Fees:

1	.	1	6	2	8
---	---	---	---	---	---

(Specify to four decimal places)

2.B Adjustment Factor With  
Administrative Fees (2.A / 0.925):

1	.	2	5	7	1
---	---	---	---	---	---

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

3.A Adjustment Factor Without  
Administrative Fees:

1	.	1	8	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3.B Adjustment Factor With  
Administrative Fees (3.A / 0.925):

1	.	2	7	5	7
---	---	---	---	---	---

(Specify to four decimal places)

4. Combined Adjustment Factor: (From Line 7 on Proposal Form 2)

1	.	2	4	4	2
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this Proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.**

REGION 10 ESC RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

# PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: General Construction

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHIC AREA: Gulf Coast Texas Area

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor Without  
Administrative Fees:

1	.	1	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

1.B Adjustment Factor With  
Administrative Fees (1.A / 0.925):

1	.	2	4	3	2
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor Without  
Administrative Fees:

1	.	1	7	3	0
---	---	---	---	---	---

(Specify to four decimal places)

2.B Adjustment Factor With  
Administrative Fees (2.A / 0.925):

1	.	2	6	8	1
---	---	---	---	---	---

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

3.A Adjustment Factor Without  
Administrative Fees:

1	.	1	8	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3.B Adjustment Factor With  
Administrative Fees (3.A / 0.925):

1	.	2	7	5	7
---	---	---	---	---	---

(Specify to four decimal places)



4. Combined Adjustment Factor: (From Line 7 on Proposal Form 2)

1	.	2	5	3	9
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

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Before submitting this Proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.**

REGION 10 ESC RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

# PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: General Construction

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHIC AREA: North Texas Area

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor Without  
Administrative Fees:

1	.	1	4	0	0
---	---	---	---	---	---

(Specify to four decimal places)

1.B Adjustment Factor With  
Administrative Fees (1.A / 0.925):

1	.	2	3	2	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor Without  
Administrative Fees:

1	.	1	6	2	8
---	---	---	---	---	---

(Specify to four decimal places)

2.B Adjustment Factor With  
Administrative Fees (2.A / 0.925):

1	.	2	5	7	1
---	---	---	---	---	---

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

3.A Adjustment Factor Without  
Administrative Fees:

1	.	1	8	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3.B Adjustment Factor With  
Administrative Fees (3.A / 0.925):

1	.	2	7	5	7
---	---	---	---	---	---

(Specify to four decimal places)

4. Combined Adjustment Factor: (From Line 7 on Proposal Form 2)

1	.	2	4	4	2
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this Proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.**

REGION 10 ESC RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.



# PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: General Construction

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHIC AREA: Panhandle Texas Area

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor Without  
Administrative Fees:

1	.	1	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

1.B Adjustment Factor With  
Administrative Fees (1.A / 0.925):

1	.	2	4	3	2
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor Without  
Administrative Fees:

1	.	1	7	3	0
---	---	---	---	---	---

(Specify to four decimal places)

2.B Adjustment Factor With  
Administrative Fees (2.A / 0.925):

1	.	2	6	8	1
---	---	---	---	---	---

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

3.A Adjustment Factor Without  
Administrative Fees:

1	.	1	8	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3.B Adjustment Factor With  
Administrative Fees (3.A / 0.925):

1	.	2	7	5	7
---	---	---	---	---	---

(Specify to four decimal places)

4. Combined Adjustment Factor: (From Line 7 on Proposal Form 2)

1	.	2	5	3	9
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this Proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.**

REGION 10 ESC RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

# PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: General Construction

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHIC AREA: South Texas Area

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor Without  
Administrative Fees:

1	.	1	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

1.B Adjustment Factor With  
Administrative Fees (1.A / 0.925):

1	.	2	4	3	2
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor Without  
Administrative Fees:

1	.	1	7	3	0
---	---	---	---	---	---

(Specify to four decimal places)

2.B Adjustment Factor With  
Administrative Fees (2.A / 0.925):

1	.	2	6	8	1
---	---	---	---	---	---

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

3.A Adjustment Factor Without  
Administrative Fees:

1	.	1	8	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3.B Adjustment Factor With  
Administrative Fees (3.A / 0.925):

1	.	2	7	5	7
---	---	---	---	---	---

(Specify to four decimal places)



4. Combined Adjustment Factor: (From Line 7 on Proposal Form 2)

1	.	2	5	3	9
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this Proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.**

REGION 10 ESC RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

# PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: General Construction

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHIC AREA: West Texas Area

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor Without  
Administrative Fees:

1	.	1	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

1.B Adjustment Factor With  
Administrative Fees (1.A / 0.925):

1	.	2	4	3	2
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor Without  
Administrative Fees:

1	.	1	7	3	0
---	---	---	---	---	---

(Specify to four decimal places)

2.B Adjustment Factor With  
Administrative Fees (2.A / 0.925):

1	.	2	6	8	1
---	---	---	---	---	---

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

3.A Adjustment Factor Without  
Administrative Fees:

1	.	1	8	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3.B Adjustment Factor With  
Administrative Fees (3.A / 0.925):

1	.	2	7	5	7
---	---	---	---	---	---

(Specify to four decimal places)

4. Combined Adjustment Factor: (From Line 7 on Proposal Form 2)

1	.	2	5	3	9
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this Proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.**

REGION 10 ESC RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.



# PROPOSAL FORM 2



Calculation of the Combined Adjustment  
Factor

## PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

SOLICITATION NO: R10-1117

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHICAL AREA: Central Texas Area

The following formula has been developed for the sole purpose of evaluating Proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours (1.B)	<u>1.2324</u>
Line 2.	Multiply Line 1 by .70	<u>0.7395</u>
Line 3.	Other Than Normal Working Hours (2.B)	<u>1.2571</u>
Line 4.	Multiply Line 3 by .25	<u>0.3771</u>
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	<u>1.2757</u>
Line 6.	Multiply Line 5 by .5	<u>0.1276</u>
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	<u>1.2442</u>

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Proposal Form 1.

*Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).*

*Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Region 10 ESC that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.*

*When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Proposal Form 2 above.*

## PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

SOLICITATION NO: R10-1117

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHICAL AREA: Gulf Coast Texas Area

The following formula has been developed for the sole purpose of evaluating Proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours (1.B)	<u>1.2432</u>
Line 2.	Multiply Line 1 by .70	<u>0.7459</u>
Line 3.	Other Than Normal Working Hours (2.B)	<u>1.22681</u>
Line 4.	Multiply Line 3 by .25	<u>0.3804</u>
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	<u>1.2757</u>
Line 6.	Multiply Line 5 by .5	<u>0.1276</u>
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	<u>1.2539</u>

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Proposal Form 1.

*Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).*

*Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Region 10 ESC that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.*

*When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Proposal Form 2 above.*

## PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

SOLICITATION NO: R10-1117

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHICAL AREA: North Texas Area

The following formula has been developed for the sole purpose of evaluating Proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours (1.B)	<u>1.2324</u>
Line 2.	Multiply Line 1 by .70	<u>0.7395</u>
Line 3.	Other Than Normal Working Hours (2.B)	<u>1.2571</u>
Line 4.	Multiply Line 3 by .25	<u>0.3771</u>
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	<u>1.2757</u>
Line 6.	Multiply Line 5 by .5	<u>0.1276</u>
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	<u>1.2442</u>

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Proposal Form 1.

*Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).*

*Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Region 10 ESC that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.*

*When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Proposal Form 2 above.*

## PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

SOLICITATION NO: R10-1117

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHICAL AREA: Panhandle Texas Area

The following formula has been developed for the sole purpose of evaluating Proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours (1.B)	<u>1.2432</u>
Line 2.	Multiply Line 1 by .70	<u>0.7459</u>
Line 3.	Other Than Normal Working Hours (2.B)	<u>1.22681</u>
Line 4.	Multiply Line 3 by .25	<u>0.3804</u>
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	<u>1.2757</u>
Line 6.	Multiply Line 5 by .5	<u>0.1276</u>
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	<u>1.2539</u>

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Proposal Form 1.

*Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).*

*Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Region 10 ESC that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.*

*When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Proposal Form 2 above.*

## PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

SOLICITATION NO: R10-1117

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHICAL AREA: South Texas Area

The following formula has been developed for the sole purpose of evaluating Proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours (1.B)	<u>1.2432</u>
Line 2.	Multiply Line 1 by .70	<u>0.7459</u>
Line 3.	Other Than Normal Working Hours (2.B)	<u>1.22681</u>
Line 4.	Multiply Line 3 by .25	<u>0.3804</u>
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	<u>1.2757</u>
Line 6.	Multiply Line 5 by .5	<u>0.1276</u>
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	<u>1.2539</u>

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Proposal Form 1.

*Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).*

*Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Region 10 ESC that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.*

*When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Proposal Form 2 above.*

## PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

SOLICITATION NO: R10-1117

CONTRACTOR NAME: F.H. Paschen

GEOGRAPHICAL AREA: West Texas Area

The following formula has been developed for the sole purpose of evaluating Proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours (1.B)	<u>1.2432</u>
Line 2.	Multiply Line 1 by .70	<u>0.7459</u>
Line 3.	Other Than Normal Working Hours (2.B)	<u>1.22681</u>
Line 4.	Multiply Line 3 by .25	<u>0.3804</u>
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	<u>1.2757</u>
Line 6.	Multiply Line 5 by .5	<u>0.1276</u>
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	<u>1.2539</u>

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Proposal Form 1.

*Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).*

*Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Region 10 ESC that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.*

*When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Proposal Form 2 above.*

# PROPOSAL FORM 3



Company Profile Questionnaire



# COMPANY PROFILE QUESTIONNAIRE

## 1. WHAT IS YOUR COMPANY'S OFFICIAL REGISTERED NAME?

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

## 2. WHAT IS/ARE YOUR CORPORATE OFFICE LOCATIONS?

Headquarters located in Chicago, IL, with local offices in Dallas, TX, Atlanta, GA, Aurora, IL, Michigan City, IN, Savannah, GA, Columbus, OH, Ft. Lauderdale, FL, Lafayette, IN, and Washington, D.C.

## 3. PLEASE PROVIDE A BRIEF HISTORY OF YOUR COMPANY, INCLUDING THE YEAR IT WAS ESTABLISHED.

F.H. Paschen is a limited liability company organized in 2003. We provide general contracting and construction management services and have a family history in construction for over 100 years. Our portfolio includes new building projects and multifaceted renovations for commercial, industrial, maintenance, corporate, educational/institutional facilities, transit facilities, aviation, highway transportation, and water treatment plants and pump stations.

## 4. WHO IS YOUR COMPETITION IN THE MARKETPLACE?

HITT, Centennial, and KBR are F.H. 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.

## 5. WHAT WAS YOUR ANNUAL CONSTRUCTION VOLUME OVER THE LAST THREE (3) YEARS?

2018 – \$542,696,305

2019 – \$624,961,766

2020 – \$653,098,870

## 6. WHAT ARE YOUR OVERALL PUBLIC SECTOR SALES, EXCLUDING FEDERAL GOVERNMENT, FOR THE LAST THREE (3) YEARS?

2018 – \$488,426,674

2019 – \$562,465,589

2020 – \$587,788,983

## 7. WHAT IS YOUR STRATEGY TO INCREASE MARKET SHARE IN THE PUBLIC SECTOR?

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 our marketing strategy continues through the duration of the project. There are always new opportunities to be of service to the ESC Region 10 members, so we never rest our outreach efforts.

## 8. WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS IN THE PUBLIC SECTOR?

F.H. Paschen utilizes SiteSpecs, a cloud-based software that optimizes jobsite data collection on all our projects. It allows clients visibility into projects with live progress updates that can be viewed on any mobile device.

F.H. Paschen has customized and worked directly with Site Specs to automate work flows while eliminating time intensive paperwork. It tracks communication between team members with more context in the form of progress photos, weather reports/forecasts, and geolocation. This significantly expedites conflict resolution saving every party time and money.

## 9. DO YOU CURRENTLY HAVE A DIVERSITY PROGRAM OR ANY DIVERSITY PARTNERS THAT YOU DO BUSINESS WITH?

Yes.

## 9A. IF THE ANSWER IS YES, DO YOU PLAN TO OFFER YOUR PROGRAM OR PARTNERSHIP THROUGH EQUALIS GROUP?

Yes.

# COMPANY PROFILE QUESTIONNAIRE

## 10. PROVIDE YOUR SAFETY RECORD, SAFETY RATING, EMR, AND WORKER'S COMPENSATION RATE WHERE AVAILABLE.

See attached for EMR letter.

FIGURE 1: F.H. PASCHEN SAFETY DATA

YEAR	DART RATE	TRIR	EMR	OSHA CITATIONS
2019	0.86	1.37	0.69	0
2018	1.00	1.84	0.68	0
2017	1.16	1.48	0.66	0
2016	1.39	2.63	0.59	0
2015	1.85	3.13	0.65	0

## 11. PROVIDE YOUR COMPANY'S SUBCONTRACTING PLAN, AS DESCRIBED IN THE SCOPE HEREIN

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 subcontractor relationships. This is especially critical when we have key subcontractors working on multiple projects concurrently.



**Lisa Rush**  
Assistant Vice President  
Marsh USA Inc.  
540 West Madison  
Chicago, IL 60661  
+1 312 627 6248  
Lisa.Rush@Marsh.com  
www.marsh.com

February 12, 2021

**Re: F.H. Paschen, S.N. Nielsen & Associates LLC**  
Historical NCCI Experience Modification Factors

To Whom It May Concern:

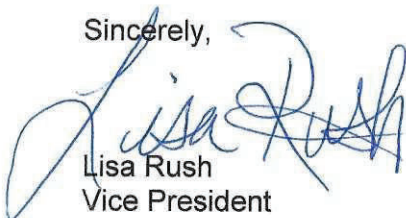
At this time FHP Experience Modification for the period of 10/01/2020- 10/01/2021 is still be reviewed and a final version has yet to be issued, as of this date.

I am pleased to confirm the following historical NCCI Experience Modification Rate (EMR) Factors for the above captioned entity, as follows:

➤ 10/01/2019-10/01/2020: .69

Please feel free to contact me directly with any further questions.

Sincerely,



Lisa Rush  
Vice President

# PROPOSAL FORM 4.



Diversity Vendor Certification Participation

## PROPOSAL FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

☐ Yes ☒ No

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

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

Respondent certifies that this firm is a SBE or DBE

☐ Yes ☒ No

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

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE

☐ Yes ☒ No

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

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB

☐ Yes ☒ No

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

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone

☐ Yes ☒ No

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

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

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

# PROPOSAL FORM 5



Bonding Capacity Statement

## PROPOSAL FORM 5: BONDING CAPACITY STATEMENT

**Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.**

(Insert bonding company statement here)

**CNA**

**151 N. Franklin Street  
Chicago, Illinois 60606**

March 9, 2021

Education Service Center, Region 10  
400 E. Spring Valley Road  
Richardson, Texas 75081

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

**Project: Request for Proposal For:  
Job Order Contracting Services in the State of Texas  
RFP #: R10-1117**

To Whom It May Concern:

Continental Casualty Company is the Surety for F.H. Paschen, S.N. Nielsen & Associates LLC and Marsh USA Inc. is their surety agent that currently has the privilege of providing bonds for F.H. Paschen, S.N. Nielsen & Associates LLC. F.H. Paschen, S.N. Nielsen & Associates LLC's financial strength and management capabilities have qualified them for bonding on any project, which they have chosen to undertake. As such, Continental Casualty Company, their Surety company since 2002, highly recommends them for your favorable consideration on your project.

F.H. Paschen, S.N. Nielsen & Associates LLC has been extended a bonding facility, which will support individual projects up to \$500,000,000.00 and an aggregate work program in the \$1,300,000,000.00 range. F.H. Paschen, S.N. Nielsen & Associates LLC currently has in excess of \$500,000,000.00 in available bond capacity. Surety bonds are issued through the Continental Casualty Company which is rated A XV by AM Best and is listed in the Federal Register.

Continental Casualty Company holds F.H. Paschen, S.N. Nielsen & Associates LLC in the highest regard. We heartily endorse their organization and will provide the requisite bonding should the project be awarded to F.H. Paschen, S.N. Nielsen & Associates LLC. This commitment is subject to acceptable contractual and underwriting terms and conditions.

Sincerely,

**Continental Casualty Company**



Adrienne C. Stevenson  
Attorney-in-Fact



STATE OF GEORGIA  
COUNTY OF FULTON

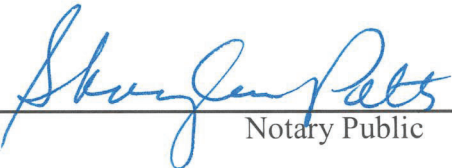
I, Sharon Jean Potts a notary Public in and for said County, do hereby certify that  
Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to  
be the same person whose name is subscribed to the foregoing instrument, appeared before me  
this day in person, and acknowledged that they signed, sealed, and delivered said instrument  
for and on behalf of

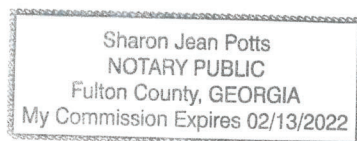
CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Atlanta in said County,

this 9th day of March A.D. 2021

  
\_\_\_\_\_  
Notary Public



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C. Stevenson , Individually

of Atlanta, Georgia , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

– In Unlimited Amounts –

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 3rd day of June, 2015.

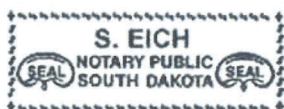


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

*S. Eich*  
S. Eich Notary Public

### CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 9th day of March , 2021 .



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Bult*  
D. Bult Assistant Secretary



## **Authorizing By-Laws and Resolutions**

### **ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### **ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective ”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

### **ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:**

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

# PROPOSAL FORM 6

**FHP**

Management Personnel

## PROPOSAL FORM 6: MANAGEMENT PERSONNEL

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

### **Executive Contact**

Contact Person: Leo Wright

Title: 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: 773-693-0064

Email: lwright@fhpaschen.com

### **Account Manager / Sales Lead**

Contact Person: Jack Hill

Title: General Manager

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

Address: 1909 Woodall Rodgers Fwy, Suite #560

City: Dallas State: TX Zip: 75201

Phone: 214-765-2051 Fax: \_\_\_\_\_

Email: jhill@fhpaschen.com

### **Contract Management (if different than the Sales Lead)**

Contact Person: Jack Hill - information above

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

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

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

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

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

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

**Billing & Reporting/Accounts Payable**

Contact Person: Jack Hill - information above

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

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

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

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

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

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

**Marketing**

Contact Person: Cassidy Tarpey

Title: Business Development Representative

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: 773-693-0064

Email: ctarpey@fhpaschen.com

**EDUCATION**

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

**LICENSES/  
CERTIFICATIONS**

- Certified Job Order Contracting Professional (CJP)
- USACE Construction Quality Management for Contractors (CQM)
- 30 HR OSHA

**MEMBERSHIP**

- Center for JOC Excellence, Membership Committee Chairman

**EXECUTIVE CONTACT**

Leo has 38 years of construction industry experience including 24 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 95 JOC professionals including Project Managers, Superintendents, and Project Engineers. Leo is responsible for the successful completion of the overall contract.

**REPRESENTATIVE PROJECTS****United States Postal Services JOC - National Program**

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.

**Allen, Texas Independent School District JOC**

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

**Tarrant County College JOC**

This JOC contract began in November 2018 and has a maximum annual value of \$3 million. The contract includes jobs orders for maintenance, minor construction, and repair services of Tarrant County College facilities.

**Chicago Transit Authority JOC**

This job order contract for Chicago Transit Authority commenced in January 2014 and ran through January 2017. Projects included interior and exterior repairs, station renovations, escalator replacement and track replacement. Nineteen work orders were completed that totaled over \$10.9 million and ranged in value from \$124,771 to \$2,247,712.

**Chicago Public Schools JOC Capital Improvement Plan**

This contract was awarded to Paschen in 2009. The contract ran from December 2009 to January 2015 and had 134 task orders for a variety of different project types including school renovations and site improvements. The work orders ranged in value from \$4,747 to over \$5.9 million with a total value over \$59 million.

**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.

**EDUCATION**

- University of Texas at Arlington, BAS, Interdisciplinary Studies

**LICENSES/  
CERTIFICATIONS**

- OSHA 30 Hour (510)

**CONTRACT MANAGEMENT / SALES LEAD**

Jack has twelve years of construction industry experience, including two years with F.H. Paschen. Jack manages and oversees operations throughout the State of Texas. He ensures F.H. Paschen's objectives and strategies align and support the goal's of the Owner and project. He also ensures programs and projects assigned are delivered on time, on scope, and on budget.

Jack is adept at building strong and collaborative client relationships and provides project leadership and oversight for day-to-day operations. He will be responsible for managing relationships within the entire project team as well as coordinating all project requirements and the overall success of the contract.

**REPRESENTATIVE PROJECTS****United States Postal Service**

USPS Main Office in Mansfield TX. Consists of a four phase renovation and expansion of the USPS main office facility. The facility is occupied and operational throughout construction. \$2 million

Allen Texas USPS Headquarters. Consisted of the construction of a 28,000 SF USPS facility in Allen, Texas. The new facility houses a post office that will serve the public, a postal processing center, a postmaster office, conference rooms and administrative areas. \$6.3 million

**Allen, Texas Independent School District JOC**

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

**Tarrant County College JOC**

This JOC contract began in November 2018 and has a maximum annual value of \$3 million. The contract includes jobs orders for maintenance, minor construction, and repair services of Tarrant County College facilities.

**PrintPack | HVAC Upgrades**

This project included concrete demolition and prep with new subgrade, steel reinforcement and pouring of new concrete pads, installation of new 40,000 btu air handler units, one 400 ton chiller, one cooling tower, and one new sweeper for cooling towers and all associated duct work, electrical upgrades, and chilled water supply and return lines. \$80,000



## EDUCATION

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

## MARKETING CONTACT

Cassidy has served as a Business Development Representative in Paschen's Job Order Contracting (JOC) Division since 2016. Her primary responsibilities include organizing and attending industry trade shows 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.

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 F.H. Paschen as a member of the Health Care Institute, an IFMA (International Facility Management Association) Alliance Partner.

# PROPOSAL FORM 7



References and Experience Questionnaire

## PROPOSAL FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference: See attached.

- a) Entity Name
- b) Contact Name and Title
- c) City and State
- d) Phone Number
- e) Years Serviced
- f) Description of Services
- g) Annual Volume

### Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name	Contract Number
Texas Buy Board	581-19
The Interlocal Purchasing System	181101
Sourcewell ezIQC	OHGCAGCOMA-020618-FHP

2. 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.  
See attached.
3. Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and public agencies where you have performed these services.  
See attached.

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

5. Felony Conviction Notice – Please check applicable box:

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

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

# REFERENCES

## REFERENCE 1:

Entity Name: Alexandria City Public Schools  
Contact Name & Title: John Finnigan, Project Manager  
City & State: Alexandria, VA  
Phone Number: 703-619-8297  
Years Serviced: 3/2016-Present  
Description of Services: Job Order Contracting  
Annual Volume: \$1,000,000

## REFERENCE 2:

Entity Name: Cook County Department of Capital Planning and Policy  
Contact Name & Title: Sheila Atkins, Project Director  
City & State: Chicago, IL  
Phone Number: 312-603-0336  
Years Serviced: 2010-2018  
Description of Services: Job Order Contracting and Lump Sum projects  
Annual Volume: \$6,000,000

## REFERENCE 3:

Entity Name: Chicago Department of Fleet & Facility Management  
Contact Name & Title: Art Andros, Project Manager  
City & State: Chicago, IL  
Phone Number: 312.742.3858  
Years Serviced: 1996-Present  
Description of Services: Job Order Contracting and Lump Sum Projects  
Annual Volume: \$10,000,000

## REFERENCE 4:

Entity Name: Loudoun County  
Contact Name & Title: Tom Trask, Sr. Facilities Project Manager  
City & State: Leesburg, VA  
Phone Number: 703.737.8441  
Years Serviced: 10/2015-10/2018  
Description of Services: Job Order Contracting and Lump Sum Projects  
Annual Volume: \$1,500,000

# REFERENCES

## REFERENCE 5:

Entity Name: Illinois State Toll Highway Authority

Contact Name & Title: Patricia Taylor, Chief of Operations

City & State: Downers Grove, IL

Phone Number: 630-241-6800

Years Serviced: 1992-Present

Description of Services: Job Order Contracting and Lump Sum Projects

Annual Volume: Total volume \$1.2 billion

# PROPOSAL FORM 7

### **3. DESCRIBE YOUR COMPANY'S PAST EXPERIENCE WITH JOB ORDER CONTRACTING ESTIMATING AND INCLUDE SPECIFIC EXAMPLES OF OTHER COOPERATIVES AND PUBLIC AGENCIES WHERE YOU HAVE PERFORMED THESE SERVICES**

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. F.H. 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 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.

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.

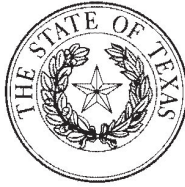
The proposal will be submitted to the Owner within the agreed upon timeframe. The complete proposal will include a construction schedule, material submittals, specifications and other technical data as required. Value engineering of alternate cost saving options will be reviewed at this time. This thorough understanding by both parties will establish the groundwork to move forward expeditiously.

### **4. 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.N. Nielsen & Associates, LLC (F.H. Paschen) is a large general contractor that has encountered claims, litigation and other proceedings in the ordinary course of business.

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 judgements.

Further information is available upon request.



## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for F.H. Paschen, S.N. Nielsen & Associates LLC (file number 801271890), a ILLINOIS, USA, Foreign Limited Liability Company (LLC), was filed in this office on May 19, 2010.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 14, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes  
Secretary of State



# PROPOSAL FORM 8

**FHP**

Value Add Questionnaire

## PROPOSAL FORM 8: VALUE ADD QUESTIONNAIRE

Proposer must agree to work in cooperation with Region 10 ESC and the Equalis Group to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all current and potential Members. Proposer agrees to actively market in cooperation with Region 10 ESC and the Equalis Group all available services to current and potential Members.

1. Detail how your organization plans to market and promote this contract upon award.  
See attached.
2. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions.  
We agree to provide F.H. Paschen's logo to Region 10 ESC and Equalis group and agree to provide permission for reproduction of such logo in marketing communications and promotions.
3. 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  
See attached.  
Please also list and include copies of any certificates you hold that would show value for your response not already included above.
4. 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.  
See attached.

# MARKETING STRATEGY

## 1. DETAIL HOW YOUR ORGANIZATION PLANS TO MARKET AND PROMOTE THIS CONTRACT UPON AWARD:

### Co-branded press release within the 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.

### 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. For instance, there are many LinkedIn interest groups and various industry message boards in which this news would be appropriate and useful.

### 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.

### 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.

### 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 Equalis Group members.

### Participation in trade shows

F.H. Paschen participates in many trade shows throughout the year. Among the trade shows in which we've participated, the Georgia Department of Administrative Service Procurement Fair has been successful in the past. Our business development representatives also attend dozens of other JOC specific trade shows held nationwide throughout the year. In the past year, we have attended multiple virtual trade shows and events due to COVID-19.

### Dedicated Equalis Group and Region 10 ESC internet web-based homepage

We will comply with Equalis's requests to post a summary of contract services offered, the solicitation logo, and other information requested to a 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>

# ADDITIONAL PRODUCTS AND SERVICES

## 4. 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 had a 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 the 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 subcontractors at multiple locations. It is critical that the contractor responds properly, quickly, and decisively to the Owner's needs. Our many long-term repeat JOC clients show Paschen's ability to expertly execute these types of contracts.

### Self-Perform 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-PERFORM CAPABILITIES	
Carpentry	<b>X</b>
Drywall & Plaster	<b>X</b>
Select Demolition	<b>X</b>
Doors & Hardware	<b>X</b>
Concrete	<b>X</b>
Paving	<b>X</b>

### Type of Work Typically 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 F.H. 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.

## ezIQC NEWSLETTER

Contact an  
**FHP Representative**  
to get started today!



### NEWSLETTER GUIDE

- Page 1: Using ezIQC
- Page 2: Featured Projects
- Page 3: Featured Projects & JOC

### NEW OFFICE LOCATION!

Recently, F.H. Paschen has expanded its presence to Savannah, Georgia to better serve the southeastern coast of the state!



### GEORGIA LOCATIONS!

#### ATLANTA OFFICE

739 Trabert Ave NW, Suite A  
Atlanta, GA 30318  
P: 404.942.1307

#### SAVANNAH OFFICE

6605 Abercorn Street,  
Suite 109-A,  
Savannah, GA 31405  
P: 912.645.9748  
[www.fhпасchen.com](http://www.fhпасchen.com)

## COOPERATIVE CONTRACT FOR YOUR CONSTRUCTION NEEDS

### F.H. PASCHEN ezIQC NEWSLETTER

The Georgia Indefinite Quantities Contract is continuing its efforts with F.H. Paschen and Gordian ezIQC to bring the best construction services to your hometown. The F.H. Paschen/ezIQC team is dedicated to helping you eliminate weeks and months of time and effort involved in traditional contracting methods.

Gordian has been providing procurement services since 1981 and completes over \$1 billion of construction work annually through their delivery systems. F.H. Paschen holds several cooperative contracts around the country through Gordian's ezIQC program that are available for use by public entities like cities, colleges & universities, municipalities, and public school systems.

## ezIQC OVERVIEW

### HOW DO I USE THIS PROGRAM?

Contact an [F.H. Paschen representative](#) to set up a scope walk and gain further information.

### DO I NEED TO BID THIS PROJECT?

No, the State of Georgia has already procured and competitively awarded a JOC contract to F.H. Paschen. All jurisdictions in the State have the ability to utilize this contract, 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 JOC contract that has already been competitively bid and awarded, you will save time and money typically put into the conventional bid process, while still adhering to Georgia Procurement Code.



## FEATURED PROJECTS

### DEKALB COUNTY SCHOOL DISTRICT

#### *McNair Gym Renovation*

F.H. Paschen was contracted by DeKalb County School District to renovate the McNair High School Gymnasium. This contract included converting the existing drop ceiling to a new open ceiling concept, complete with new ductwork and diffusers, LED light fixtures, and a modified sprinkler system. The gym was then painted with a new flat black finish for the ceiling, clear coating to emphasize the existing murals, and a white finish for the contrasting walls. The final remaining item is an athletic curtain to be installed to separate the main gym area from the former stage.



### GEORGIA INSTITUTE OF TECHNOLOGY

#### *Harris & Smith Residence Hall Renovations*

F.H. Paschen was contracted by the Georgia Institute of Technology for a full renovation of their Harris & Smith Residence Halls. The renovations included new lighting upgrades and creative paint schemes throughout all the Common Areas. In addition, new carpet and tile flooring was installed in all breakroom areas and hallways. All kitchenettes, lounge rooms, the gym and study spaces for the students were upgraded with new cabinets, millwork, light fixtures, and paint throughout. The project was completed during the summer recess.



# FEATURED PROJECTS | JOB ORDER CONTRACTING

## CITY OF CHAMBLEE

### Malone Drive Streetscape

This project consisted of a street restoration for the City of Chamblee. Existing Trees, sidewalks and driveways were demolished to make way for the new streetscape. In its place, new ADA sidewalks, pavers, curbing, signage, and landscaping was installed. The project was completed ahead of the Owners requested schedule.



## JOB ORDER CONTRACTING

F.H. Paschen was awarded their first Job Order Contract (JOC) with the United States Postal Service in Chicago over 30 years ago and have since perfected this delivery method. With 95 professionals devoted solely to JOC, we manage 85 active JOC contracts nationwide.

**Our cooperative ezIQC JOC Contract with the State of Georgia** allows us to service all public entities throughout the state from our regional office in Atlanta. We strive to help our community grow by completing projects for the municipalities, schools, and public sectors in which we live and do business.

## TYPICAL JOC PROJECTS

- Repair and Renovations
- Design-Build
- Emergency Work
- Fast-Track Projects
- Library Renovations
- ADA Upgrades
- Infrastructure Work
- LEED Improvements
- Parks & Playgrounds
- Office Rehabilitation
- Civil Utilities
- Fire and Police Stations
- Interior Build-outs
- Building Additions
- Summer Critical School Projects
- Mechanical Upgrades
- Remediation Work
- Roadwork

## KEY CONTACTS

### Leo Wright

Sr. Vice President  
773.444.3474

[lwright@fhpaschen.com](mailto:lwright@fhpaschen.com)

### Wayne Thompson

General Manager  
404.809.8446

[wthompson@fhpaschen.com](mailto:wthompson@fhpaschen.com)

### Cassidy Tarpey

Business Development Representative  
773.444.3474

[ctarpey@fhpaschen.com](mailto:ctarpey@fhpaschen.com)

## WHAT IS JOB ORDER CONTRACTING?

- Job Order Contracting (JOC) is a procurement process allowing Owners to **accelerate construction** projects by streamlining the bidding process.
- JOC is a **performance-based** contract awarded to contractors who have proven expertise, knowledge, and value.
- JOC allows Owners and Contractors to manage jobs, averaging in range from \$5,000 to \$750,000 and as high as \$5 million, **faster and more efficiently** than the conventional bid process.
- JOC contracts establish local fixed prices for each unit of work or material allowing the Owner to quickly arrive at a **fixed price** for each job.

## LEARN MORE ABOUT JOB ORDER CONTRACTING & F.H. PASCHEN

[Click Here](#) to contact a F.H. Paschen representative.



## CHECK US OUT!

Have you followed us on our social media pages? Stay up to date on all the F.H. Paschen news and learn more about what it means to **#BuildWithPaschen**



**#BuildwithPaschen**

# PROPOSAL FORMS 9-21

**FHP**



## PROPOSAL FORM 9: AGREEMENT TO WORK IN ALL AREAS IN THE STATE

There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Area. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded area the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Area.

Please circle your intention below:

☒ **Yes** We agree to consider working in areas outside of the Geographic Area.

☐ **No** We will NOT consider working outside of the Geographic Area.

### Signature

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided below:

Name of Proposer: F.H. Paschen, S.N. Nielsen & Associates LLC

City/State/Zip: Chicago, IL 60656

Telephone No.: 773-444-3474

If a partnership, names and addresses of partners:

James V. Blair, Charles Freiheit, Joseph V. Scarpelli, James Habschmidt, Roland Schneider

5515 N. East River Road, Chicago, IL 50556



James V. Blair, Agent/Chief Executive Officer

### **Notarized**

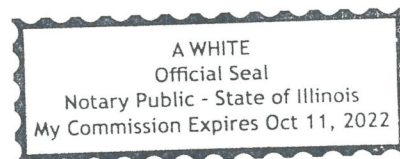
Subscribed and sworn to before me this 11th day of March, 2021

Notary Public in and for the County of Cook

State of IL

My commission expires: 10/11/22

Signature: 



## PROPOSAL FORM 10: CLEAN AIR 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: James V. Blair, Agent/Chief Executive Officer

Signature: 


## PROPOSAL FORM 11: 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: 

## PROPOSAL FORM 12: 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

3/11/2021

Date

# PROPOSAL FORM 13: 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.

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## **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.



Signature of Respondent James V. Blair, Agent/Chief Executive Officer

3/11/2021

Date

## PROPOSAL FORM 14: 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

**ADDRESS** 5515 N. East River Road

Chicago, IL 60656

**PHONE** 773-444-3474

**FAX** 773-693-0064

### RESPONDANT



Signature

James V. Blair

Printed Name

Agent/Chief Executive Officer

Position with Company

### AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company



# PROPOSAL FORM 15: 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)



## PROPOSAL FORM 16: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

### 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.

Does vendor agree?

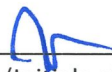


(Initials of Authorized Representative)

### 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.

Does vendor agree?



(Initials of Authorized Representative)

## PROPOSAL FORM 17: 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

## PROPOSAL FORM 18: FEDERAL FUNDS CERTIFICATION FORM

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

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

### 1. Vendor Violation or Breach of Contract Terms:

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

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

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

Does vendor agree? 

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet

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

Does vendor agree?



(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

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

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

Does vendor agree?



(Initials of Authorized Representative)


### 4. Davis-Bacon Act:

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

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



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

Does vendor agree?  \_\_\_\_\_

(Initials of Authorized Representative)

#### **5. Contract Work Hours and Safety Standards Act:**

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

Does vendor agree?  \_\_\_\_\_

(Initials of Authorized Representative)

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

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree?  \_\_\_\_\_

(Initials of Authorized Representative)

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

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that

requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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


Does vendor agree?  \_\_\_\_\_

(Initials of Authorized Representative)

#### **8. Debarment and Suspension:**

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

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

Does vendor agree?  \_\_\_\_\_

(Initials of Authorized Representative)

#### **9. Byrd Anti-Lobbying Amendment:**

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

Does vendor agree?  \_\_\_\_\_

(Initials of Authorized Representative)

#### 10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? 

(Initials of Authorized Representative)

#### 11. Profit as a Separate Element of Price:

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

Does vendor agree? 

(Initials of Authorized Representative)

#### 12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.



Does vendor agree? 

(Initials of Authorized Representative)

**13. General Compliance and Cooperation with Participating Agencies:**

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

Does vendor agree? 

(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

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

Does vendor agree? 

(Initials of Authorized Representative)

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

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

Company Name



Signature of Authorized Company Official

James V. Blair

Printed Name

Agent/Chief Executive Officer

Title

3/11/2021

Date



## PROPOSAL FORM 19: GENERAL TERMS AND 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.)*

# PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

## Requirements for Master Agreement To be administered by Equalis Group

**Section 3; Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☒ Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

# PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

## 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). All proposal forms (1-21).*

3/11/2021

Date



Authorized Signature & Title

James V. Blair, Agent/Chief Executive Officer

## PROPOSAL FORM 21: VENDOR CONTRACT AND 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.

Company name F.H. Paschen, S.N. Nielsen & Associates LLC  
Address 5515 N. East River Road  
City/State/Zip Chicago, IL 60656  
Telephone No. 773-444-3474  
Fax No. 773-693-0064  
Email address jblair@fhpaschen.com  
Printed name James V. Blair  
Position with company Agent/Chief Executive Officer  
Authorized signature 

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 \_\_\_\_\_