

Equalis Group Contract Information Sheet

Contract Information

Awarded Vendor:	Skanska USA Building Inc.
Contract Number:	R10-1166E
Effective Date:	July 1, 2024
Initial Term Expiration Date:	June 30, 2027
Renewable Through:	June 30, 2029

Please note: Any renewal letters issued will be posted publicly on the vendor's landing page at equalisgroup.org.

RFP Process Information

RFP Number:	RFP R10-1166
RFP Title:	Job Order Contracting (JOC)
Dates Advertised:	March 28 & April 4, 2024
# of Vendors that Requested RFP:	72
Questions Due:	April 18, 2023
Public Bid Opening Date and Time:	April 26, 2024, 2:00 pm CT #
of Responses Submitted:	14
Number of Awarded Vendors:	5
Date of Board Approval:	June 19, 2024

Evaluation Criteria, as Set Forth in the RFP

Products and Pricing	30 pts
Performance Capability	25 pts
Qualifications and Experience	25 pts
MWBE Status/Programs	10 pts
Commitment to Members	10 pts

Justification for Award to Multiple Respondents

- 1) Region 10 ESC stated clearly in the RFP that multiple vendors could be awarded if multiple awards were determined to be in the best interest of Region 10 and EdTech members.
- 2) The evaluation committee determined that multiple awards were necessary to cover as much geographical area as possible for the national Equalis Group membership while limiting awards to only the number of awardees deemed to be competitive and advantageous for the membership.

Any information designated by the vendor as proprietary has been redacted from the contract document that is posted publicly. For any questions regarding this process or this contract, please contact Clint Pechacek, Purchasing Consultant, at clint.pechacek@region10.org, or 972-348-1184.

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of July 1, 2024, by and between _____
Skanska USA Building Inc. ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Job Order Contracting ("the products and services").*

RECITALS

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

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

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

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

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

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

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a vendor submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

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

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

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for.. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

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

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating Member must purchase in an open market, contractor agrees to reimburse the participating Member, within a reasonable time period, for all expenses incurred.

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

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

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

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time

specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating Member for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.
- 8.3 **Progress payments:** Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the Respondent that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the Respondent agrees to hold member harmless for any deficiency payment.

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

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

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

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

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

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

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

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee**: Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

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

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

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

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

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

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

- 11.2 **Discontinued products:** If a product or model is discontinued, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member.
- 13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall notify participating agency of any/all subcontract proposed to complete the work prior to commencing work on the project. The Vendor shall provide notification in a timely manner, allowing the participating agency sufficient time for requisite review. Participating agencies explicitly reserve the right to reject any proposed subcontractor. Pursuant to relevant legal provisions, participating public agencies retain the right to request verification of compliance and to confirm said compliance from any subcontractor engaged in activities under this Agreement. Any/all subcontracts selected by Vendor shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

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

13.8 **Legal Obligations**: It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: 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 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

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.**

- ☐ 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.

Skanska reviewed the proposed Contract and believe it provides a solid framework for this type of agreement but Skanska would like the opportunity to discuss the following revisions:

7.1 Delivery: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable. It is understood that the option to cancel an order does not apply to construction work that is underway when it is determined that all or part of the project will be delayed.

9.1 Market competitive guarantee: Vendor agrees to provide market competitive pricing based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract. Vendor may but is not obligated to provide a proposal upon request to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.7 Price Calculation: Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered. The use of RS Means data may be used to validate pricing for construction projects performed under this Agreement.

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member. Notwithstanding the venues discussed in the prior two sentences, it is understood that if there is a dispute involving Vendor and Region 10 ESC or Equalis Group, at the same time as a dispute between Vendor and a participating Member and both disputes involve the same facts and circumstances, the disputes may be consolidated by Vendor in the same jurisdiction and venue and Region 10 ESC and Equalis Group agree to submit to the jurisdiction of the participating Member.

PROPOSAL FORM 23: 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Skanska USA Building Inc.
Address 711 Broadway Street, Suite 305
City/State/Zip San Antonio, Texas 78215
Telephone No. 210.301.7100
Fax No. 210.301.7101
Email address matt.mccaffrey@skanska.com
Printed name Matt McCaffrey
Position with company Vice President, Account Manager
Authorized signature 

Term of contract July 1, 2024 to June 30, 2026

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.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)

Region 10 ESC Authorized Agent

Jun 19, 2024
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1166E

April 26, 2024

711 Broadway Street, Suite 305
San Antonio, Texas 78215
210.301.7100 phone
www.usa.skanska.com

Equalis

Re: RFP-Equalis JOC

As Equalis looks to partner with construction partners that provide clients with Job Order Contracting (JOC) services, it is in your organization's best interest to have a partner with the scalable resources, geographic reach, and sophistication to deliver these projects. As one of Texas's largest institutional construction managers, Skanska maintains deep ties with current and potential Equalis clients. Additionally, we have been working with several clients through similar JOC GPOs for the past five years. Institutions use Job Order Contracts (JOCs) to execute vital projects, some of which are critical to their ongoing operations. Skanska can perform small JOC projects and large multi-million dollar construction projects. Our team understands how to minimize impacts on our clients daily business and how to work efficiently and safely to bring value to meet our clients needs.

Skanska's San Antonio office will run point on this JOC contract, but will leverage our expertise in North Texas, Houston and Byran/College Station. We can execute projects through out the "Golden Triangle" of Texas and South Florida.

Over the past five years, we have completed over \$20 million worth of JOC projects. Unlike smaller construction firms that exclusively execute JOC projects, our firm delivers construction manager at-risk projects for local governments, K-12 ISDs and higher education clients, which often open the doors to JOC projects once we mobilize on a campus. Our clients continually tell us that our sophistication and expertise help differentiate our firm from other contractors. JOC projects often impact daily operations for clients, and our ability to plan construction activities and work safely while minimizing impacts on daily business is why we continue to get repeat work.

Our enclosed proposal highlights some relevant experience we will bring to this new JOC contract. Skanska is committed to Equalis, and we are looking for a GPO partner to enable us to provide value to institutions in Texas and Florida. We thank you for the opportunity and look forward to the next steps. If you have any questions, please do not hesitate to contact me directly at 210.416.8775 or email me at matt.mccaffrey@skanska.com.

Sincerely,



Matt McCaffrey
Vice President, Account Manager
Skanska USA Building Inc.

**Confidentiality Statement**

The sections of this proposal marked “Confidential Information” contain information that Skanska USA Building Inc. considers to be proprietary, confidential and/or trade secrets and that is protected from public disclosure under the applicable open records law. Accordingly, we request notification in writing at least five (5) days prior to any disclosure to any third party.

Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

☒ PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:

☒ PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

- ☒ PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES
- ☒ PROPOSAL FORM 4: CLEAN AIR AND WATER ACT
- ☒ PROPOSAL FORM 5: DEBARMENT NOTICE
- ☒ PROPOSAL FORM 6: LOBBYING CERTIFICATION
- ☒ PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS
- ☒ PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
- ☒ PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295
- ☒ PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION
- ☒ PROPOSAL FORM 11: RESIDENT CERTIFICATION
- ☒ PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM
- ☒ PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS
- ☒ PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)
- ☒ PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT
- ☒ PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)
- ☒ PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
- ☒ PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION
- ☒ PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM
- ☒ PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT
- ☒ PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
- ☒ PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Skanska USA Building Inc.
	<i>What is the mailing address of your company's headquarters?</i>	711 Broadway Street, Suite 305. San Antonio, Texas 78215
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Matt McCaffrey – Vice President, Account Manager Matt.mccaffrey@skanska.com 210-416-8775
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes, the pricing includes the required administrative fee.
	<i>Do you offer any incentives for customers? If yes, please describe.</i>	No, Skanska does not offer incentives.

Ability of Customers to verify that they received contract pricing	<i>Describe your process for verifying work orders and estimations with a customer, including any methodology used to minimize the use of micro estimating and change orders.</i>	<p>Skanska believes strongly in a detailed review of the pricing with the customer, including identifying any potential items in the proposal that need to be clarified or based on assumptions by our team. Upon submission, we would schedule a meeting to review the proposal with the supporting documentation. Our goal is to identify potential gaps in the scope and reach a shared understanding with the client before entering into an agreement and starting the work. Changes are often inevitable based on unforeseen circumstances or client-directed changes, but this creates a solid foundation of understanding for what should be included in the pricing and can go a long way in limiting change orders.</p> <p>Delivering Accurate Estimates with RS Means First, we review the scope of work documents and visit the site to ensure that we have a thorough understanding of the scope of work prior to developing a proposal. Next, we generate an estimate, broken down per RS Means and do a quantity takeoff of each item. Based on these quantities and the unit prices from RS Means, we develop a complete estimate of the cost of work. We then compare this estimate to our self-perform and subcontractor estimates. We request all subcontractor proposals to be broken down per the RS Means format so that we can complete an evaluation to ensure we achieve a fair value.</p> <p>Non-priced items If there are any non-priced items included in the scope, we will submit three proposals to the client and provide a cost analysis of which proposal brings the best value. Once the cost of work estimate is established, we multiply it to our coefficient to develop the lump sum estimate that we will submit to the client.</p> <ul style="list-style-type: none">• Successful projects with RS Means• The main factors that contribute to a successful RS Means proposal are:• Reliable scope of work (SOW) documents• Accurate and verifiable quantity take-offs• Subcontractor breakdowns and credible comparison to market prices <p>Reliable SOW documents, accurate quantity take-offs and comparable subcontractor breakdowns ensure that our proposals cover all intended scopes and the RS Means price is easily translated to fair pricing.</p>
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Skanska typically submits a payment application every month for each project or task order. This pay application is usually based on the AIA documents (G702/G703), but can be customized based on what the client would like to see. Upon approval, payment can be made via check (mailed or couriered to our Bank of America lockbox) or through wire transfer or ACH. Skanska will provide the client wire and ACH information before the first pay application or during the vendor setup process.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Job order contracting experience and capabilities	<i>Please provide a high-level overview of the job order contracting services being offered</i>	As one of the nation’s largest general contractors, Skanska is proud to offer our clients scalable construction resources. A majority of our client base is institutional, which will be able to leverage the Equalis JOC contract. Over the past five years, Skanska has executed JOC

	<i>and how they address the scope being requested herein.</i>	<p>contracts for K-12 and higher education clients, which include office renovations, flood repairs and renovations, utility upgrades, and dorm renovations, to name a few. Nationally, we have executed over \$900 million in JOC/on-call/sustaining work projects over the last five years, ranging in value from \$20,000 to over \$20 million.</p> <p>Part of our scalability includes our experience building large construction manager-at-risk projects for our clients; these projects are typically multi-million dollars in value and require keen attention to planning, logistics, scheduling and safety. We bring the same level of planning and execution to JOC projects, with the primary difference being that our project budgets are developed using RS Means. Our clients find that our experience and sophistication are extremely valuable on JOC projects that present unique challenges to their ongoing operations.</p>
	<i>Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and/or public agencies where you have performed these services.</i>	<p>The active job order contract master agreements for Skanska's San Antonio office are:</p> <ul style="list-style-type: none"> • UTSA Job Order Contracting Services for Institutional Projects Agreement 743-2021-RFP-512 • University Health System, Hospital JOC Projects Agreement RFP-220-04-022-SVC <p>In the last 10 years, Skanska has completed over \$21 million in JOC and facility maintenance and repair projects in Texas. We know how to move quickly while maintaining the highest levels of safety and quality our clients expect.</p>
	<i>Outline your process for qualifying, selecting, and managing subcontractors. Specifically address how your firm ensures subcontractors comply with local, state, and federal requirements as well as industry standards.</i>	<p>Skanska's procurement process not only delivers lower costs but also the best value. Skanska collaborates with our clients to establish a framework for best value. This process begins with prequalification requirements to meet our safety and financial standards. Further interviews will take place following bid submissions to ensure completeness of scope and understanding of the work. Skanska will continue to inform and include the owner in this communication to ensure buy-in through the procurement process. During interviews, all regulatory requirements are discussed, documented and then included within the subcontract agreement once selected.</p> <ol style="list-style-type: none"> 1. Generate Interest <ul style="list-style-type: none"> • Advertise to create a competitive environment. • Conduct pre-bid conference for all trades/suppliers. • Host walk-throughs to outline project requirements. • Facilitate communication channel to relay questions for the design team. • Provide public advertising as required 2. Prequalification Requirements <ul style="list-style-type: none"> • Safety culture • Financial history • Resource availability • Past performance on similar projects and references • Cultural alignment with project vision 3. Bid Package Items <ul style="list-style-type: none"> • Project goals

		<ul style="list-style-type: none"> • Market conditions • Schedule • Phasing and logistics • Scopes of work • Local and HUB participation <p>4. Receive and Evaluate Bids</p> <ul style="list-style-type: none"> • Level the bids for apples-to-apples comparison. • Evaluate for competitive pricing and value. • Ensure bid strategy aligns with your expectations. • Review subcontractors with owner and design team. • Compile GMP with qualifications and assumptions.
	<p><i>Outline applicable innovative solutions or value-added services that differentiate your company from competitors.</i></p>	<p>As one of the nation's largest general contractors, we leverage some of the most innovative tools in the construction industry. Tools include but are not limited to Procore, StructionSite, Drones, BIM and laser scanning. While some other contractors leverage similar tools, it is important to share that Skanska is committed to innovation and will bring the right tools and resources to meet our clients construction needs.</p> <p>Beyond the tools we leverage to build projects, we have solicited feedback from our clients about what they feel differentiates us from our JOC competitors. We continue to hear our sophistication and planning set Skanska apart from others. Since we work with many of our JOC clients on larger CMAR projects, we have staff who are experts in complex construction projects. We are often engaged when our clients face unique operational challenges tied to daily disruptions, scheduling and safety. We bring the same level of planning and execution to all projects, which sets us apart from other JOC contractors.</p> <p>In particular, we have partnered with many JOC clients on MEP systems upgrade projects. We have preconstruction and construction staff from the MEP subcontractor community, enabling us to find solutions to complex systems projects. In-house MEP expertise is an excellent asset for Skanska and our clients.</p>
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p>	<p>As a national construction firm, Skanska is registered to do business in all 50 states and maintains General Commercial Contractor licenses in 30 states that require licenses. Below is a list of states where we currently have operating offices and where we feel are strong markets for construction management. The location of these offices strengthens our position in these states and allows us to develop, construct and grow with the local communities.</p> <ul style="list-style-type: none"> • Atlanta, GA • Blue Bell, PA • Boston, MA • Cincinnati, OH • Durham, NC • Franklin, TN • Ft. Lauderdale, FL

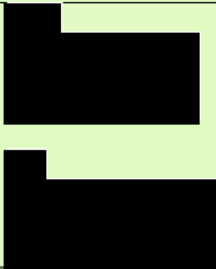
		<ul style="list-style-type: none"> • Houston, TX • Irving, TX • New York, NY • Orlando, FL • Parsippany, NJ • Phoenix, AZ • Portland, OR • Rockville, MD • San Antonio, TX • San Francisco, CA • Seattle, WA • Tampa, FL <p>While Skanska may not have an operating office in various parts of the country, we have the ability to do business nationally. We have successfully completed worked in many states where there is no office presence. These projects are supported by the closest geographical office or the office that maintains the national account in order to maintain consistency and deliver on client expectations.</p> <p>With that said, the ability to execute any specific project will be dependent upon the timing, scope and staffing availability associated with the project itself.</p>
	<i>Outline any value-added capabilities not already addressed.</i>	<p>Dedicated to Vendor Diversity</p> <p>A successful vendor diversity program focuses on more than awarding contracts to a specified percentage of firms; at Skanska, we focus on building strong working relationships that positively impact local trades, subcontractors, suppliers and communities for years to come. We see the outreach process as a continuous conversation—not a one-time event—and we offer comprehensive development and training opportunities to help small and diverse firms maximize their presence in the market.</p> <p>Skanska is a member of several national organizations dedicated to the growth and support of diverse businesses, and we are a recognized leader in the effort to identify, assist and train small and disadvantaged businesses for participation on projects of all sizes.</p>
Implementation and support plan	<i>Describe your company's implementation and training plan for new customers.</i>	Skanska has an institutional client base of over 200 clients in the 30 markets we serve. We are also engaged in multiple institutional organizations such as TCUF, TASA/TASB, I-Lincp, SCUP, etc. Our dedicated business development team is constantly meeting with new clients and having access to a contract like the Equalis JOC contract. We will communicate how Equalis can support their JOC projects to streamline the contracting process.
	<i>Outline what ongoing communication and support is available to customers and key stakeholders.</i>	<p>Communication Tools</p> <p>We bring a balanced approach to communication that combines in-person meetings with technology based interfaces. This offers our clients a direct line to our project team and access to transparent, real-time project information. At kickoff, our team will work with you to customize a communication plan that best meets the needs of the project.</p>

		<ul style="list-style-type: none"> • Consistent face-to-face and virtual meetings keep the entire team aligned and accountable to the client's goals. Enhanced partnering leads to better quality and schedule adherence. • Web-based platforms (e.g., Sharepoint, Assemble, Bluebeam, etc.) support efficiency in communication and 24/7 accessibility. • Procore is a primary platform that Skanska uses not only internally, but optional to use for collaboration with the owner and design team for document and financial controls. • BIM allows us to resolve potential issues during the design phase and communicate the construction plan to subcontractors, mitigating delays and redesign. • We customize reports based on what you want to see at the regularity in which you want to see them. Customizable reports provide what you need, how you want it. • Advanced preconstruction mock-ups allow you to make critical decisions early and gives end users a chance to provide input. This mitigates rework and increases efficiency for end users.
	<p><i>Outline your organization's commitment to jobsite safety including any specific policies, practices, or initiatives.</i></p>	<p>Care For Life</p> <p>We never walk by if we notice unsafe actions. We support health and well-being. We promote green solutions, and we run our operations in a green way. We are accountable for future generations. Care For Life is the shared corporate and individual belief that safety must never be compromised for cost or schedule. The Care For Life program is designed to create, for all workers, a mindset intolerant of any frequency or severity of incident or injury; everyone has the right to go home safely at the end of the day. All employees and everyone on our projects, from craft workers to clients, have ownership of the safety program and are held accountable for its implementation. The core principles of our Care For Life philosophy are:</p> <ul style="list-style-type: none"> • Commit to creating an Injury Free Environment (IFE) <ul style="list-style-type: none"> ○ Commit to eliminate all worker injury ○ Belief that all injuries are preventable ○ No injury is acceptable • Never walk by an unsafe act • Work safely or not at all – even if it may slow down production • Ask yourself how many man-hours is a coworker's life worth? <p>Skanska's philosophy is that planning—above all else—prevents incidents and helps us Care for Life.</p> <p>Safety excellence begins with thorough planning</p> <p>Prior to starting construction, we will collaborate with the owner to develop a site-specific Environmental Health and Safety Manual, which addresses every aspect of Environmental, Health and Safety system and human-based safety. This comprehensive manual is designed to aid project teams in managing safety and delivering our goal of Care For Life.</p>

		<p>Safety approach</p> <p>With several visits to the proposed site location and extensive experience on active campuses in urban environments, our team can determine the best precautions to take when working on campus. We will identify these risks and leverage our experience to develop complete detailed schedules and logistics plans to confidently deliver this project safely, without disruption to the campus community.</p> <p>Construction Work Plan</p> <p>Our philosophy is that planning, above all else, prevents incidents. Prior to project mobilization, our subcontractors are required to fill out a Construction Work Plan (CWP). This Skanska-developed tool helps identify potential hazards of a particular activity and recommends the safest way to do the job. Throughout construction, subcontractors continue to develop CWPs for each new activity. For all existing construction work plans, they are constantly being revised to reflect the most up to date work-taking place.</p> <p>Pre-Shift safety huddle</p> <p>Our daily pre-shift safety huddle begins with Stretch and Flex, a program implemented at all Skanska project sites and offices to warm up muscles and help prevent soft-tissue injuries. It's an energetic way for the entire team to start the day and build camaraderie. Stretch and Flex is followed by announcements from our project leadership team to communicate any potential hazards or share relevant toolbox talks. Ultimately, the pre-shift safety huddle is a daily reminder to put safety first.</p>
Project management capabilities	<i>Describe project management capabilities including scheduling, coordination, progress monitoring, and reporting processes.</i>	<p>Approach</p> <p>Skanska's approach to JOC projects will be centered on these items:</p> <p>Leveraging Skanska's scalable staffing resources</p> <p>As a JOC expert, Skanska is seasoned at scaling our staffing resources to fit each project's scope and duration. Our deep bench of preconstruction and construction professionals assures that your JOC projects will have sufficient staffing.</p> <p>Responsiveness</p> <p>Our team is committed to assisting owners with identifying issues in a timely manner and responding with options and solutions. We will use our extensive JOC experience to assist owners when potential issues arise. JOC projects often have accelerated schedules and require quick decision making. Skanska's staff is well-versed in this and are used to pivoting on the spot.</p> <p>Creating a safe environment</p> <p>We are committed to a safe project site and consistently lead the industry with our safety standards and practices. We will deploy our Care For Life program on this project to ensure that each member of the team goes home safely each day.</p> <p>Providing cost certainty</p>

		<p>As we understand budget limitations on JOC projects, we know that cost certainty will be critical to success. To that end, we will work to identify any issues as early as possible and work with owners to avoid any additional cost as the project progresses, regardless of cause. Further, if necessary, our preconstruction department is highly experienced in identifying value engineering possibilities.</p> <p>Collaborative communication Skanska will work with owners to develop custom reports and dashboards to keep all parties updated on the status of the schedule and budget.</p>
	<p><i>Outline capabilities to provide comprehensive project documentation including submittals, change orders, and close-out documentation.</i></p>	<p>Our team will use Procore construction management software to simplify project controls and make it easier for all project team members—including the owner, design team, Skanska and our trade partners—to collaborate and share information between the office and the field.</p> <p>On the project, we will use this cloud-based, fully mobile platform to manage the following document and field management tasks:</p> <ul style="list-style-type: none"> • Design documents • RFIs and submittals • Transmittals • Emails • Meeting minutes • Photos • Daily reports • Inspections, observations and punch list • Project directory <p>Procore streamlines the flow of real-time project information from the office to the jobsite, increasing accuracy and reducing the risk of rework and provides you with the transparency of the overall project status.</p>
	<p><i>Describe your quality control processes including inspections, testing, and quality assurance measures.</i></p>	<p>The proactive steps we take during preconstruction will naturally lead to a higher level of quality in the field; however, we will need to remain vigilant so that all work installed meets the standards set forth in our early alignment sessions. To ensure that the owner's quality expectations are translated into the construction phase, our superintendent will draft a project-specific Quality Management Plan (QMP)—a comprehensive roadmap that defines the tools and procedures we will use to meet your quality standards on the project. Our rigorous quality process applies to all our projects, regardless of size.</p> <p>While the QMP is designed to provide a consistent QA/QC process for our team members, the tools below will help the owner and our team verify the quality of work at every step of the project:</p> <ul style="list-style-type: none"> • Mock-ups: We will construct temporary, physical mock-ups for any components identified in the QMP. These mock-ups will enable us to verify that materials and finishes satisfy owner's functional and aesthetic quality expectations.

		<ul style="list-style-type: none"> • First-install inspections: We will perform first-install inspections as requested. Unlike mock-ups, these inspections will verify that the actual work put in place conforms with stated quality standards prior to moving forward with the remainder of that scope. • In-wall inspections: Before closing up any wall spaces, we will verify that all mechanical, electrical and plumbing (MEP) systems and backing are installed as designed. During these inspections, we will capture 360-degree as-built photographs using StructionSite. These photos will not only prevent future clashes, but also serve as valuable reference documents for the owner's facilities and maintenance team once the building is operational. • Source inspections: As necessary, we will inspect key building components at the factory before they are shipped to the project site. These source inspections will allow us to confirm that products meet quality expectations, eliminating the risk of scheduling delays due to re-ordering items. • Submittal quality checklists: Skanska has an extensive library of submittal quality checklists preloaded into Procore. We will use these checklists for submittal reviews to ensure that all information is captured for quick approvals and proper fabrication. • Testing and inspection: We will develop a testing and inspection plan that catalogs all required QA/QC tests and inspections to be performed; then, we will oversee these tests and inspections in the field.
	<i>Describe your organization's ability to handle multiple concurrent projects and how you allocate resources to ensure timely completion.</i>	
Performance bonding	<i>Provide your company's performance bond plan as described in the scope herein.</i>	<p>For general contractor performance bonds, Skanska has a bonding capacity of up to \$10 billion and can provide bonds for any size project.</p> <p>At the subcontractor level, Skanska requires one of two protection mechanisms for all subcontractors on our projects with subcontracts over \$250,000. First, we can enroll them in our Subcontractor Default Insurance (SDI) program. This program provides comprehensive protection in the event of a subcontractor default and allows Skanska to take immediate action. Enrollment in SDI depends on the subcontract size, scope and the subcontractor's financial / safety track record. The other option is for the subcontractor to provide a performance bond for the total amount of the subcontract.</p>
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you</i>	With Skanska's local team, we are available to respond quickly depending on the needs of the work. With our in-house preconstruction, estimating, scheduling and trade-specific

	<i>resolve issues, number of service centers, etc.).</i>	experts, we can assist in a quick turnaround on pricing scope, and you can count on thorough means and methods to accomplish your goal as quickly as possible.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	Skanska is one of the most financially sound construction companies in the world, based on retained earnings and net worth. We have one of the largest single bonding programs in the U.S. and the best capitalized balance sheet in the construction industry. Our current bonding capacity is \$10 billion with a single project bonding capacity of \$350 million, which can be raised up to \$1 billion on a project-specific basis. Skanska has an extremely low bonding rate because we have never defaulted on a project, and we have a long history of profitable work. Our financial strength provides assurance that we can see all of our projects through to completion. Starting on PDF page 10, we've included our credit and bank references, along with 2023 Audited Financial Statements.
	<i>What was your annual sales volume over last three (3) years?</i>	
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	Typical turnaround from award to mobilization is 1-2 weeks. However, this can be adjusted on a case-by-case basis.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	Skanska has capacity and is fully able to provide reports, as needed, to each agency. We are familiar with different reporting needs and have the flexibility to customize by client.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	EMR 2023 0.87 2022 0.56 2021 0.66 Recordable Incident Rates (TX) 2023 1.05 2022 1.76 2021 2.96
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	https://www.usa.skanska.com/
	<i>Please provide a brief history of your company, including the year it was established.</i>	Skanska USA Building Inc. is a wholly owned subsidiary of Skanska USA Inc., which was incorporated in the State of New York in 1971.

		Skanska began working in Texas under its current name in the late 1990s when we were selected to construct Reliant Stadium known today at NRG Stadium. In 2003, we acquired BFW Construction, a 50 year-old Texas-based General Contracting firm and opened permanent, full-service offices in San Antonio, Houston and Dallas.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	While we haven't worked directly with Region 10, we have worked successfully with similar entities such as Buyboard and Omnia Partners (formally TCPN).
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> <i>* Executive Support</i> <i>* Account Manager</i> <i>* Contract Manager</i> <i>* Marketing</i> <i>* Billing, reporting & Accounts Payable</i>	Resumes for these positions are included on PDF pages 48-49. <ul style="list-style-type: none"> • Executive Support: Ryan Aalsma • Account Manager: Matt McCaffrey • Contract Manager: Matt McCaffrey • Marketing: Sarah Maller • Billing, reporting & Accounts Payable: Vic Whitlow
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	<div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div>
	<i>What is your strategy to increase market share in the public sector?</i>	With 28 offices in most of the nation's major cities, Skanska's primary customer base is our local government, education and other institutional clients. Each office has a dedicated business development professional who works to grow our construction business and market share. We have made a concerted effort to grow our JOC business, which helps us land new institutional clients and provides additional services to existing construction manager at-risk clients. We have experience developing custom marketing campaigns that we will leverage at major client events, industry conferences, etc. If awarded this JOC solicitation, we will prioritize the Equalis contract with our institutional clients. Lastly, we will work to engage the Equalis team to develop a shared target client list that will help increase the usage of this contract.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	As a national construction firm performing approximately \$4 billion in annual revenue, Skanska has been involved in legal matters common to the industry. The most common are subcontractor claims for changes or delays, and the majority of these actions are settled through party negotiations or mediation and do not proceed to trial. When such claims do arise, we work to resolve them as promptly and amicably as possible. Our San Antonio office, which will manage your project, has gone to great lengths to partner with our clients and resolve any issues in a collaborative manner. As a result of these efforts, our San Antonio office has been involved in only six claims/litigation related to our projects within the last five years in the State of Texas.

		<p>In the last five years, our San Antonio office has had no bankruptcies, reorganizations or state investigations of entity or current officers or directors.</p> <ul style="list-style-type: none"> • On July 6, 2023, Skanska’s subcontractor, Gonzales Commercial Electric, filed for Chapter 11 bankruptcy protection, and Skanska was served with a request for production from a creditor. This matter is for general advice to assist with Skanska’s response to the request for production and the disbursement of the final payment to the bankruptcy estate. • On September 1, 2020, J&R Tile, Inc., a first-tier subcontractor, filed a lawsuit against Skanska USA Building Inc., alleging causes of breach of contract in connection with the AT&T Center project in San Antonio, Texas. J&R Tile is seeking compensatory damages for alleged extras and delays, plus interest and attorney fees. J&R Tile, Inc., vs. Skanska USA Building Inc., State of Texas, County of Bexar, 57th Judicial District, Cause No.: 2020C114662 • On November 9, 2016, Blue Skies of Texas f/k/a Air Force Villages, Inc. filed a suit against Skanska USA Building Inc., Perkins Eastman Architects, and Jacobs Engineering for negligence and breach of contract. Blue Skies of Texas, Inc. v. Skanska USA Building Inc., Perkins Eastman Architects, D.P.C. f/k/a Perkins Eastman Architects P.C. and Jacobs Engineering Group, Inc. Cause No. 2018-CI-07849. The matter was resolved through mediation on May 18, 2020. • On November 6, 2019, Donna Independent School District, an owner, filed suit against Skanska USA Building Inc., and Hinajosa Engineering, Inc., for breach of contract, breach of warranty and negligence (against Skanska USA Building Inc.), and negligence (against Hinajosa Engineering) in connection with the Donna North High School project in Donna, Texas. Many of the issues identified by the ISD were design-related, which the ISD gradually acknowledged as discovery continued. Donna Independent School District vs. Skanska USA Building Inc., and Hinajosa Engineering, Inc., County of Hildago, State of Texas, Cause No.: C-3474-19-F. The matter was resolved through mediation on March 15, 2021. • On September 24, 2019, Kingsville Independent School District filed a lawsuit alleging causes of negligence, breach of contract and breach of implied warranty. Zurich Insurance defended USB in this matter pursuant to a tender of defense under the General Liability policy. Kingsville Independent Schools District vs. Skanska USA Building Inc.; Victoria Air Conditioning, Ltd; Gentry Company; Scott Electric Co. Inc.; Keystone Site Work; Stewart Builders, Inc., Ind. & d/b/a Keystone Site work; Grater Landscapes, Ltd; Rain King, Inc.; Rain King Specialties, Inc.; Jasmine Engineering, Inc.; Jasmine Azima, Individually and as Representative or Owner of Jasmine Engineering, Inc.; Coastal A.D.S. Inc.; and RGV Alliance Construction, LLC. The matter was resolved through party negotiation on June 30, 2021.
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		<ul style="list-style-type: none"> On October 12, 2018, Gomez Floor Covering, Inc., a 1st-tier subcontractor, filed a lawsuit against Skanska USA Building Inc. for breach of contract, quantum meruit/unjust enrichment, violations of the Texas Trust Funds Act, breach of fiduciary duty, breach of trust, and violation of the Prompt Pay Act, relating to the TAMU CVM Education Building & Small Animal Hospital Expansion & Renovation projects. Gomez Floor Covering, Inc., vs. Skanska USA Building Inc., State of Texas, County of Brazos, District Court, Cause No. 18-002615-CV-361. The case was settled on August 27, 2021, before it went to trial.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<p><i>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 entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<ul style="list-style-type: none"> University of Texas at San Antonio, Alex Perez, Assistant Director Institutional Projects, San Antonio, TX, 210.413.0365, 3 years, Renovation, demolition, streetscape, MEP, \$1-2 million Alamo Colleges, Mark Price, Former Facilities Project Coordinator for Alamo Colleges, San Antonio, TX, 210.748.6635, 15 years, Renovation, demolition, landscape, MEP, parking garage, solar installation, \$1 million CHRISTUS Santa Rosa Hospital, Ryan Kennerly, Owner, Christus Santa Rosa Health System, San Antonio, TX, 210.983.7277, 6 years, Renovation, demolition \$100,000-1 million City of San Antonio, Jeff Knippel, Capital Programs Manager, San Antonio, TX, 210.207.4334, 6 years, Renovation, \$20 million Comal Independent School District, Jeffrey Smith, Director, Construction & Planning, San Antonio, TX, 210.317.2027, 4 years, Repair work after a flood, renovation, \$500,000
Company profile and capabilities	<p><i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i></p>	We sell directly to customers.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	Skanska is a public company.
	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. These will be provided in the space provided in Form 3. No answer is required here.	

MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Skanska does not hold any diverse certifications.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	<p>Our commitment to diversity and inclusion is part of our successful history in Texas and throughout the country. Skanska is a member of several national organizations dedicated to the growth and support of diverse businesses, and we are a recognized leader in the effort to identify, assist and train small and disadvantaged businesses for participation on large-scale projects.</p> <p>Under our Mentor-Protégé Program, we select an appropriate MWBE contractor to mentor throughout a project. Protégé firms assist us during preconstruction by reviewing bid packages and helping us identify other local MWBEs. During construction, protégés also provide project engineers or assistant supervisors to work under the tutelage of our onsite staff. At the end of the project, protégé firms walk away with valuable project experience and a greater understanding of client expectations—all without financial risk.</p> <p>Our Approach</p> <p>Skanska is committed to the involvement and ongoing development of MWBE firms, and we will use a variety of proven methods to meet the owner's percent participation goals. While all project team members will be responsible for administering our vendor diversity plan, we have identified specific roles that speak to our commitment to maximizing opportunities for diverse businesses.</p> <p>Rosalyn Asher is our vendor diversity manager for Texas and she will implement and inform vendor diversity processes and procedures to ensure that the goals are met. Rosalyn will:</p> <ul style="list-style-type: none"> • Work in tandem with the project team • Engage the subcontracting community • Oversee vendor diversity compliance • Verify whether diverse firms manage and supervise their own work • Be aware of change order activity and modifications to diverse firms and account for such changes on the applicable participation plans and reports <p>In addition to Rosalyn, the project manager will serve as the project diversity compliance coordinator. The project manager will be the day-to-day point person responsible for coordinating MWBE participation on the project site.</p>
	Please attach any certifications you have as part of your response to Form 3.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity</i>	Once we understand the scope and owner goals, we will post a notice to BuildingConnected, which reaches hundreds of diverse subcontractors in Texas. BuildingConnected is an all-in-one bid management platform that facilitates data-driven subcontractor selection. Using TradeApp, the solution's built-in prequalification application, we can set filters to quickly identify prequalified MWBE firms, vet them against your project goals and distribute

	<i>and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	<p>targeted bid packages. The system's "reports" tab also allows us to document our Good Faith Efforts, which we will share with the owner on a regular basis.</p> <p>Additionally, we would reach out to local minority chambers and chambers of commerce to maximize participation.</p>
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	<p>Our outreach effort will be comprehensive and targeted. Skanska's objective during this phase is to proactively communicate information to the MWBE community about opportunities and to develop relationships between the primes, first-tier and second-tier contractors and suppliers. We understand that the earlier a firm has information, the earlier it can position itself to win work. Solicitation methods will include advertisement in general circulation, phone, email, trade association and MWBE-focused media. Skanska has strong relationships with the following certifying agencies and MWBE/minority trade organizations and will collaborate with these organizations as partners throughout the project:</p> <ul style="list-style-type: none"> • Hispanic Contractors Association • Black Contractors Association • Hispanic Chamber of Commerce • African American Chamber of Commerce • National Association of Minority Contractors • South Central Texas Regional Certification Agency (SCTRCA) <p>Removing Barriers</p> <p>There are many qualified and experienced MWBE firms capable of performing work. These subcontractors are key to diversifying our client's existing pool of bidders; but, to make the project attractive to these firms, we must remove the common participation barriers that typically discourage them from bidding on projects of this size. Our team can remove these barriers and attract MWBE firms to bid on the project by right-sizing bid packages. It is project size—not capabilities or experience—that typically disqualify MWBE firms from participating on large projects. We can make projects more attractive to these firms by breaking down single scopes into multiple, smaller bid packages (or zones). When the size of each bid package aligns with the capacity of local MWBE firms, we can encourage more firms to bid and drive increased participation. We will review the scopes of work in greater detail to provide opportunities to attract and hire one or more MWBE firms rather than contracting a single subcontractor for the entire scope.</p>
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Skanska has a robust internal marketing team that works with our local office to develop customized marketing campaigns to grow our business. Specific to this contract, we will create a document with details on our Equalis contract and share our relevant project experience to help our owners understand how we can help them. We will also meet with our existing owners to learn if they have any current needs. Our existing owners are engaged and should provide quick results.</p> <p>Additionally, Skanska engages in some of the top organizations in the industry that support institutional clients. We will share our JOC contract at all of those events as well. Examples of some current clients include the University of Texas System, Texas A&M University, Alamo</p>

		Colleges, Collin College, Tarrant County College, the City of San Antonio, Florida Polytechnic University and Florida Southwest College.
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	Skanska has identified Steve Lyons, VP of Business Development, as the lead trainer of the Skanska Business development team, which will act as the “sales force” for this contract. Steve has been involved in over 25+ JOC projects and has worked with our Florida office to help get their office trained on JOC resources, resulting in five projects with a higher education client in Florida. Once Skanska’s business development team is trained, they will work to grow the business with their existing and target clients in their specific locations. We will have the potential for up to 30+ business development leaders to educate clients on this contract opportunity.
	<i>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</i>	We give permission to Region 10 ESC and Equalis Group to use our logos in marketing communication and promotions.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Yes, we have the capacity to report monthly sales and will work with each local office to do so, as required through this agreement.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	We are currently working on JOC projects with University of Texas at San Antonio and University Health System. In the past, we worked on Buyboard and TCPN, but these are not currently active. Outside of our direct customer JOCs, Equalis would be our preferred group purchasing organization.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	As previously mentioned, Skanska has an institutional client base of over 200 clients in the 28 markets we serve. We are also engaged in multiple institutional organizations such as TCUF, TASA/TASB, I-Lincp, SCUP, etc. Our dedicated business development team is constantly meeting with new clients and having access to a contract like the Equalis JOC contract.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Steve is located in San Antonio and he will lead the efforts on this contract and connect with any other of our 30+ business development team members, as need. Steve Lyons, Vice President of Business Development Phone: 830.237.2337 Email: steve.lyons@skanska.com

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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.

Skanska is not a small or disadvantaged business.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

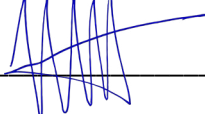
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 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: Skanska USA Building Inc.

Title of Authorized Representative: Matt McCaffrey, Vice President, Account Manager

Mailing Address: 711 Broadway Street, Suite 305. San Antonio, Texas 78215

Signature: _____



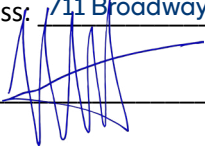
PROPOSAL FORM 5: DEBARMENT NOTICE

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: Skanska USA Building Inc.

Title of Authorized Representative: Matt McCaffrey, Vice President, Account Manager

Mailing Address: 711 Broadway Street, Suite 305. San Antonio, Texas 78215

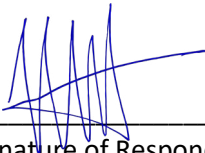
Signature: _____

PROPOSAL FORM 6: 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

Matt McCaffrey, Vice President, Account Manager

April 26, 2024

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

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

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

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

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

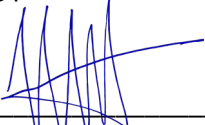
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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



Signature of Respondent
Matt McCaffrey, Vice President, Account Manager

April 26, 2024

Date

PROPOSAL FORM 8: 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 Skanska USA Building Inc.

ADDRESS 711 Broadway Street, Suite 305

San Antonio, Texas 78215

PHONE 210.301.7100

FAX 210.301.7100

RESPONDANT



Signature

Matt McCaffrey

Printed Name

Vice President, Account Manager

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

PROPOSAL FORM 9: 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

We acknowledge that we must complete the 1295 form within 30 days of signing the contract.

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent 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? MM
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? MM
(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? MM
(Initials of Authorized Representative)

PROPOSAL FORM 11: 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.)

Skanska USA Building Inc.	399 Interpace Parkway, 5th Floor	
Company Name	Address	Company
Parsipanny	NJ	07054
	State	Zip
		City

PROPOSAL FORM 12: 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? MM

(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? MM

(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? MM

(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree? MM

(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? MM

(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? MM

(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? MM

(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? MM

(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? MM

(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? MM

(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? MM

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? MM

(Initials of Authorized Representative)

13. 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? MM

(Initials of Authorized Representative)

14. 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? MM

(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

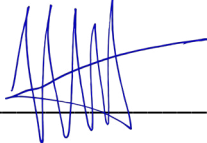
Does vendor agree? MM

(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.

Skanska USA Building Inc.

Company Name



Signature of Authorized Company Official

Matt McCaffrey

Printed Name

Vice President, Account Manager

Title

April 26, 2024

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners 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, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’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 Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? MM

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? MM

(Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? MM

(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? MM

(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? MM.

(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? MM

(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? MM

(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? MM

(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? MM

(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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

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

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

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

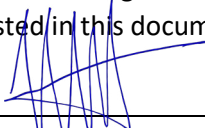
AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition,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

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

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

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

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

	Matt McCaffrey, Vice President, Account Manager	April 26, 2024
Signature of Respondent		Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name: Skanska USA Building Inc.

Street: 711 Broadway Street

City, State, Zip Code: Suite 305 San Antonio, Texas 78215

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest
NONE		

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



Authorized Signature and Title

Matt McCaffrey, Vice President, Account Manager

April 26, 2024
Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

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

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Bid Proposal Certification:

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

Required Affirmative Action Evidence:*Procurement, Professional & Service Contracts (Exhibit A)*Vendors must submit with proposal:

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

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

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

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

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

Authorized Signature and Title_____
Date***P.L. 1995, c. 127 (N.J.A.C. 17:27)*****MANDATORY AFFIRMATIVE ACTION LANGUAGE****PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

Not Applicable

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

Not Applicable

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

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

Not Applicable

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☒ Corporation


☐ Limited Partnership

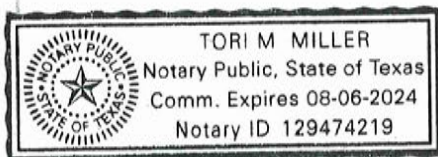
☐ Limited Liability Corporation

☐ Subchapter S Corporation

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

Stockholders:

Name: <u>NA</u>	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>24</u> day of <u>April</u> , 20 <u>24</u>	
(Notary Public) <u>Tori M. Miller</u>	<u></u> (Affiant)
My Commission expires: <u>08-06-2024</u>	<u>Ryan Aalsma, Executive Vice President</u> (Print name & title of affiant)
	(Corporate Seal)



PROPOSAL FORM 20: 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 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

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.**

- ☐ 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.

Skanska reviewed the proposed Contract and believe it provides a solid framework for this type of agreement but Skanska would like the opportunity to discuss the following revisions:

7.1 Delivery: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable. It is understood that the option to cancel an order does not apply to construction work that is underway when it is determined that all or part of the project will be delayed.

9.1 Market competitive guarantee: Vendor agrees to provide market competitive pricing based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract. Vendor may but is not obligated to provide a proposal upon request to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.7 Price Calculation: Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered. The use of RS Means data may be used to validate pricing for construction projects performed under this Agreement.

13.3 Indemnity: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member. Notwithstanding the venues discussed in the prior two sentences, it is understood that if there is a dispute involving Vendor and Region 10 ESC or Equalis Group, at the same time as a dispute between Vendor and a participating Member and both disputes involve the same facts and circumstances, the disputes may be consolidated by Vendor in the same jurisdiction and venue and Region 10 ESC and Equalis Group agree to submit to the jurisdiction of the participating Member.

PROPOSAL FORM 22: 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.

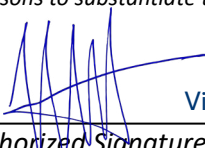
(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested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

April 26, 2024

Date


Vice President, Account Manager
Authorized Signature & Title
Matt McCaffrey

We request that the following pages be made confidential:

- PDF Pages 11-41: Confidential Financial Statement
- PDF Page 46: Litigation history
- PDF Page 48-49: Personnel

PROPOSAL FORM 23: 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Skanska USA Building Inc.

Address 711 Broadway Street, Suite 305

City/State/Zip San Antonio, Texas 78215

Telephone No. 210.301.7100

Fax No. 210.301.7101

Email address matt.mccaffrey@skanska.com


Printed name Matt McCaffrey

Position with company Vice President, Account Manager

Authorized signature 

Term of contract July 1, 2024 to June 30, 2026

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.


Jana Melsheimer (Jun 19, 2024 15:34 CDT)

Region 10 ESC Authorized Agent

Jun 19, 2024
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1166E

Credit References - Skanska USA Building Inc.

Date of Incorporation: September 18, 2000
Employer ID Number: 22-3752540
D & B Number: 01-427-5114 NAICS Code 236220

Officers

- Paul Hewins – President
- Leo Sinicin – VP/Treasurer/CFO
- Daniel C. DeRooy – Corporate Director - Financial Reporting/Assistant Treasurer
- Clovis Clay Haden – Secretary

Bank Reference

Bank of America

Carla Arnick, AVP Service Advisor
901 Main Street
7th Floor
Dallas, TX 75202-3714
Phone: (888) 715-1000 ext. 51307
Fax: (214) 416-0917

Credit and Trade References

Cadman Inc.

Contact: Credit Department
Email: Creditinquiry@lehighhanson.com
Phone: (425) 867-1234
Customer Number: **7830841**
7554 185th Avenue E
Redmond, WA 98073

Staples Inc.

Email: CreditReference@Staples.com
Account: **1059436 Skanska**

Harder Mechanical Contracting

Contact: Dusty Baker, CFO
Email: DBaker@Harder.com
Phone: (503) 281-1112
9850 South East Main Street
Milwaukie, OR 97222

Sunbelt Rentals Inc.

Contact: April Stone
Email: CreditServiceGroup@SunbeltRentals.com
Phone: (407) 816-1591
Account No: **764491**
2341 Deerfield Drive
Fort Mill, SC 29715

McKinstry Co LLC

Contact: Aimee DeGross
Email: Accountsreceivable@McKinstry.com
Phone: (206) 832-8799
5005 3rd Avenue
South Seattle, WA 98134

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