



Serving the Educational Communities of El Paso & Hudspeth Counties

Education Service Center – Region 19
6611 Boeing Dr., El Paso, Texas 79925-1010

ALLIED STATES COOPERATIVE



Allied States Cooperative

SUBMITTAL DEADLINE AND PROPOSAL OPENING DEADLINE FOR:

RFP # 17-7261

**Request for Proposal
For**

**Job Order Contracting & Facilities Construction Services - State of
Texas– ESC Region 19 Allied States Cooperative**

08/03/2017, 2:00 PM MST

****Any and all proposals received after the date and time stated above will
not be considered.***

Questions regarding this RFP must be submitted electronically no later than five (5) business days prior to the submittal deadline to: rcleveland@esc19.net or rshernandez@esc19.net. All relevant questions and answers will be posted in the form of an addendum under solicitations at www.alliedstatescooperative.com with your login and password. **Vendor must download both the NDA Agreement and this PDF document. Both documents must be returned.**



Vendor Name

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1 - INTRODUCTION

NOTICE OF INTENT

It is the intent of Region 19 Education Service Center – Allied States Cooperative (ASC) to **establish a contract with vendor(s) for Job Order Contracting & Facilities Construction Services - State of Texas** for those procurements that must comply with the new federal EDGAR requirement when federal funds are being utilized. This solicitation is for the maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when (1) the work is of a recurring nature but the delivery times are indefinite; and (2) indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks. § 2269.403(a). Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this RFP, including the Scope section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications. Awarded vendors may pursue business in Texas and all 50 states through adopted State Statutes that allow for inter-local agreements between State Entities and local governments. Allied States Cooperative (ASC) is wholly administered by ESC Region 19 Texas State employees. Awarded vendor(s) shall perform covered services under the terms of this agreement.

To be considered for award, vendors need only indicate locations in the United States they wish to service by city, county, state, or nationally. Vendors who can only provide portions of the overall scope of this proposal are encouraged.

While this contract specifically covers **Job Order Contracting & Facilities Construction Services - State of Texas**, respondents are encouraged to submit any offering on any and all products or services available that they currently perform in their normal course of business.

If successful, as part of this RFP, the contractor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. The contractor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work.

Value Add – ASC is soliciting value added items related to **Job Order Contracting & Facilities Construction Services - State of Texas**. **All products submitted for evaluation and possible award must be accompanied by the manufacturers' most current specification sheets. Other goods and/or services may be submitted that the proposer provides and believes are an added value to ASC members and potential new ASC members.**

ASC Cooperative Members in Texas may access these contracts under Texas Government Code Title 7, Intergovernmental Relations, Chapter 791, Subchapter C; similar joint powers codes in other states such as New Mexico, Chapter 11 Intergovernmental Agreements and Authorities Article 1 Joint Powers Authority. All other States have comparable cooperative participation on the books, which may be downloaded at www.alliedstatescooperative.com under membership.

The initial base term of the prospective contract is a period of one (1) year with the option to extend another four (4) years annually, not to exceed 60 months in the aggregate.

Definitions

In this RFP and in the Contract, the following terms shall mean as follows:

- **“Allied States Cooperative (ASC)”** means the **Education Service Center (ESC)-Region 19**, of the **Texas Education Agency (a state agency)** established under the laws of the State of Texas as per Texas Education Code Chapter 8; 6611 Boeing Drive, El Paso, Texas 79925-1010. ESC Region 19 is the sole administrator of all contracts and is administered by employees working for the State of Texas.
- **“ASC member(s)”** means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, state agencies, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by ASC, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and similar statutes in other states.
- **“Vendor(s)”** means the proposer responding to this RFP and vendor(s) to whom a contract has been awarded as a result of this RFP by ASC. A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the product(s) /service(s) listed herein.
- **Indefinite Delivery Indefinite Quantity (IDIQ)** – a construction delivery method that is allowed when using the “Job Order Contracting (JOC) Procurement Method” to procure construction services when the trade work is of a recurring nature but the delivery times, type and quantities or work required are indefinite and is used for maintenance, repair, alteration, renovation, remediation or minor construction of a facility.
- **“Contract”** means the contract terms and conditions in the **Contract Terms and Conditions** section, as further defined in the Entire Agreement provision.
- **“Supplemental Contract”** means a separate, supplemental contract entered into between an ASC member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the Contract and the RFP, including, without limitation, invoice requirements, ordering requirements, on-campus service, specialized delivery, discounted pricing, etc. An addendum to a Purchase Order and/or Job Order under the ASC contract that may add additional scope and/or requirements agreed to by the member and the contractor may be a Supplemental Contract.
- **“Best Value”** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor’s product(s)/service(s), and price, as detailed in the **Evaluation and Award** section.
- **“ASC Administrative Fee or ASC Fee”** means the fee paid by Vendors to ASC to fund the total cost of the ASC program. The ASC Fee must be included in the Vendor’s pricing and discounts and **will not be issued as a separate line item in any quotes, estimates, or otherwise issued to ASC members**. Vendors must pay the ASC Fee within thirty days of the completion or payment received by ASC members. If the contract has progress payments, the Vendor is required to pay the ASC Fee in proportion to progress payments within thirty days of the invoice date. Failure to pay the agreed upon administrative fee may be grounds for removal from award.
- **Coefficient(s)** – the Vendor’s coefficient multiplier that is applied to the total sum of the line item estimates for each individual Job Order.
- **“Scope of Work or SOW”** is the specific work that has been agreed to be undertaken and accomplished by Vendor for ASC or the ASC member via the Delivery Order process. A SOW narrative must be included with all job order proposals.

- **Delivery Order (DO), Task Order (TO) or Job Order (JO)** – means the Scope of Work approved from the Job Order Proposal, reviewed and approved in writing by ASC or the ASC member for the Purchase Order.
- **“Purchase Order or PO”** means ASC’s or the ASC member’s written approval for the Vendor to proceed with the negotiated Delivery Order. Special terms and conditions agreed to by the Vendor and ASC or the ASC member may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, bonding, and small or disadvantaged business goals. An order for a job or project under a job order contract must be signed by ASC or the ASC member and the Vendor. TEX. GOV’T. CODE § 2269.
- **“Vendor’s Project General Manager (PGM)”** is the senior member of the Vendor’s team and will be the ultimate interface between ASC and ASC members and Vendor.
- **Vendor’s Project Manager (PM)** – reports to the PGM and is the responsible contact working with the Job Orders. Proposals (estimates), subcontractors, construction scheduling, schedule of values and interfacing with ASC or the ASC member.
- **Vendor’s Project Superintendent** – reports to either the PGM or the PM and is responsible for the jobsite day-to-day supervision, subcontractor interfacing and overall jobsite quality control, site safety and site cleanliness.
- **Vendor’s Key Staff Members** – are critical to the quality, implementation and successful support and execution of the contract and will be evaluated by ASC. Vendor’s Key Staff Members typically include the PGM, Project Managers, Business Manager, Safety/Environmental Manager, Quality Assurance/Quality Control Manager and Marketing Manager.
- **“Regular Hours”** means the hours between 7:00 a.m. and 6:00 p.m. Monday thru Friday, excluding the following holidays: Presidents’ Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year’s Day. It is up to the contractor to recognize holidays in other States and jurisdiction.
- **“Non-Regular Work Hours”** means those hours not included in Regular Hours or federal holidays. Non-Regular Work Hours must be approved by ASC or the ASC member for each Delivery Order. A separate coefficient per region is to be included in the price sheet listed below.
- **“Procurement”** means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any materials, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
- **“Responsive Offeror”** means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.
- **“Days”** means calendar days.
- **“Specifications”** means any description of physical or functional characteristic, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.
- **“Vendor”** means any provider or seller of goods and/or services that has a contractual relationship with ESC ASC or ASC members.
- **“RFP”** means a Request for Proposal.

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

Introduction to ASC

Description of ASC members

Contract(s), if any, awarded as a result of this RFP will be available for use by ASC and ASC members to access on an “as needed” basis from a list of contracts that have been competitively procured and awarded to Vendors by ESC 19 ASC’s Board of Directors through delegation and affirmation.

By using a purchasing cooperative such as ASC, eligible entities can provide legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the cost of going through the procurement process. Vendors benefit as well by having a multi-year contract and by saving time and expense of going through the procurement process for each individual participating governmental entity. The specific scope of work for each Purchase Order shall be determined in advance and in writing between the ASC member and the Vendor.

Pursuant to TEX. GOV’T. CODE Chapter 791, the Interlocal Cooperation Act, and similar statutes of other states, ASC and ASC members participate in an Interlocal contract to provide governmental functions and services, including procurement services, which permits ASC members to make purchases using contracts procured by ASC. **A local government that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive bids for the purchase of the products and services.** TEX. GOV’T. CODE § 791.025(c). These contracts also satisfy the Federal Education Department General Administrative Regulations known as EDGAR (2 CFR-200) as a means of procurement with Federal funds.

Some federal agencies require that if a cooperative is to be used, it must be via a state agency and administered by that agency if federal funding is involved. ASC is a division of Education Service Center Region 19 of the Texas Education Agency (state agency). ASC is wholly administered by R19 and has no lead agency.

Financing of ASC

ASC does not charge membership fees to ASC members.

The total cost of the ASC program is funded through the ASC Administrative Fee paid to ASC by Vendors.

The ASC Fee is based on a percentage of vendor sales, less special insurance and required bonding, if applicable.

ASC will provide limited oversight in assisting both ASC members and Vendors in marketing to ASC members, training (education), and provide, at a minimum, an annual review of each Vendor. This service will be paid for out of the ASC Fee. ASC will not market or sell directly for Vendors.

Applicable Laws, Codes and Regulations

All procedures meet the following statutes as well as the applicable Federal Acquisitions Regulations (FAR) by reference:

TEX. EDUC. CODE § 44.031(a)(4) (“all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by the method...that provides the best value for the district[, including] an interlocal contract”); *TEX. EDUC. CODE § 51.9335(a)(4)* (each institution of higher education, as that term is defined by *Tex. Educ. Code § 61.003*, including each public junior college to the extent possible, “may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program.”); *TEX. EDUC. CODE § 73.115(a)(4)* (University of Texas at El Paso “may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program.”); *TEX. EDUC. CODE § 74.008(a)(4)* (University of Texas Medical Branch at Galveston “may acquire goods or services by the method that provides the best value to the medical branch, including... a group purchasing program.”); *TEX. LOCAL GOV’T. CODE Chapter 271* (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments); *TEX. LOCAL GOV’T. CODE Chapter 262* (Purchasing and Contracting Authority of Counties); *24 C.F.R. 85.36(b)(5)* Administrative Requirements for Grants and Cooperative Agreements to state, local, and federally recognized Indian tribal governments (“To foster greater economy and efficiency, grantees and sub-

grantees [of federal funds/grants] are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.”).

ASC Procedures

Contracts are awarded through open competition in compliance with applicable procurement rules and regulations.

ASC sends a Proposal Request to the Vendor, vendor reads about it in the newspaper, or is contacted by another professional bid finding company on behalf of the vendor. In those instances, the vendor is encouraged to log-in at www.alliedstatescooperative.com under Vendor Registration so that in the event there is an addendum or change, they will be notified via email.

All proposals are evaluated, however all vendors submitting proposals will be notified whether or not they are given an award.

The Vendor and ASC or the ASC member then agrees on a Delivery Order.

The Vendor and ASC or the ASC member agrees on a Purchase Order referencing the ASC contract number. **No** other contract forms may be used, over or in lieu of the purchase order as it will negate the legally procured and awarded contract. Purchase Orders are reported and sent by individual ASC members to the Vendor and to ASC, where they are logged and filed.

The Vendor delivers product(s)/service(s) directly to ASC or the ASC member and then invoices ASC or the ASC member depending on who is directly requesting the goods and/or services.

The Vendor receives payment directly from ASC or ASC member.

The Vendor reports the administrative fee to ASC and pays the fee to ASC.

2 – Attachments

Contract Signature Page

Contract Acceptance and Signatures

The undersigned Vendor hereby proposes and agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the RFP, this Contract, and Vendor's proposal. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the RFP.

_____ACCEPTED _____ACCEPTED with Exceptions

Please list and explain any exceptions.

Company Name	_____
Address	_____
City/State/Zip	_____
Telephone No.	_____
Fax No.	_____
E-mail Address	_____
Authorized Signature	_____
Printed Name	_____
Position With Company	_____
Sales Representative	_____
E-mail Address	_____
Website URL	_____

Accepted by ASC

Term of Contract _____ to _____

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by ASC and Vendor. Vendor shall honor all ASC Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

ASC Authorized Signature Date _____

Printed Name: _____

ATTACHMENTS**Attachment #1****CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Education Service Center Region 19 ("ASC") is required to comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*.

Any company that does business with ASC must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with a member of the ASC Board of Trustees or with a local government officer listed below or a family member resulting in the officer or family member receiving taxable income, and/or
- (2) Your company has given one of ASC's local government officers or family members one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with ASC.

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign, and date it.

Statements must be filed within **seven (7)** business days after the company becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
4		
_____ Signature of person doing business with the governmental entity		_____ Date

Attachment #2

**ANTITRUST CERTIFICATION STATEMENT
(TEXAS GOVERNMENT CODE § 2155.005)**

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

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;

In connection with this bid/proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, TEX. BUSINESS & COMMERCE CODE, Chapter 15;

In connection with this bid/proposal, neither I nor any representative of the Company have violated any federal antitrust law; and

Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid/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.

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

- The proposal submitted by the Company is genuine and is not collusive or sham;
- The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other vendor, or to secure any advantage against ASC or any person interested in the proposed contract; and
- All statements in Company's proposal are true.

<p>Vendor: _____</p> <p>Address: _____ _____ _____ _____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>Official Authorizing Proposal:</p> <p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Title</p>
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Attachment #3

TAXPAYER IDENTIFICATION NUMBER REQUEST

Form <b style="font-size: 24pt;">W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
		Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
		Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>
Part II Certification Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____	

Attachment #4**PREVAILING WAGE RATES IF APPLICABLE**

The awarded Vendor and all subcontractors shall comply with all applicable laws regarding prevailing wage rates including, but not limited to, TEX. GOV'T. CODE, Chapter 2258 and any related federal requirements applicable to this procurement by ASC, including the Davis-Bacon Act. **Vendor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Vendor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits.**

The prevailing wage rates listed are to be considered the minimum to be paid, and the listing of prevailing wage rates shall not be construed to prohibit the payment of rates higher than those listed. Vendor and subcontractor(s) shall maintain an adequate workforce whether wage rates higher than those listed are required or not. ASC will not consider claims for additional compensation because of payments of wage rates in excess of the applicable rates listed herein.

Chapter 2258 of the TEX. GOV'T. CODE applies to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Section 2258.021 mandates that a worker employed on a public work other than maintenance work be paid not less than the general prevailing rate of per diem wages for work or a similar character in the locality in which the work is performed and not less than the general prevailing wage rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with ASC or an ASC member.

For projects for ASC involving federal funds, ASC has adopted the prevailing wage rate as determined by the U.S. Department of Labor in accordance with the DAVIS-BACON ACT (40 U.S.C. §276a et seq) and its subsequent amendments, as the prevailing rate of per diem wages in ASC for each craft or type of worker needed to execute a public works contract and also for legal holiday and overtime work involving federal funds. *See* ASC Policy CV (Local). The current U.S. Department of Labor wage determination rates for Texas may be accessed on the Internet at <http://www.access.gpo.gov/davisbacon/>. Click on Browse all Determinations by State and then click on Texas. Locate El Paso County.

Click under the Building column for El Paso County to access the rates for all trades.

For projects for ASC not involving federal funds, Vendor agrees to the prevailing wage rate as determined by the county/state work is being performed in as the prevailing rate of per diem wages in ASC for each craft or type of worker needed to execute a public works contract and also for legal holiday and overtime work not involving federal funds.

For projects for ASC members, the awarded Vendor performing service(s) or providing product(s) to an ASC member shall be notified by the ASC member if federal funds are involved and of the applicable pricing / prevailing wage rates, and the awarded Vendor and any subcontractor(s) must comply with the prevailing wage rates set by the ASC member and to comply with all reporting requirements. Vendor shall provide ASC with a copy of any required report filed.

I, Vendor, certify that I am in compliance with all applicable standards, orders and/or regulations issued pursuant to the programs subject to the DAVIS-BACON ACT (40 U.S.C. 276a et seq.), the Regulations of the Department of Labor, 29 CFR part 5, and any local prevailing wage rates established by counties/states where work will be performed.

 Vendor's Name

 Name and Title of Authorized Representative

 Signature

 Date

Attachment #5**VENDOR CERTIFICATION FORMS**

CERTIFICATION OF COMPLIANCE REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is NOT eligible to bid or receive a state contract.

**CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS,
AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

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 or 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 Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federal appropriated funds have been paid 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 grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", 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.

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO
GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS, AND
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

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(l)** regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

**COMPLIANCE CERTIFICATION WITH THE DAVIS-BACON WAGE DETERMINATION
ISSUED BY THE DEPARTMENT OF LABOR**

The Davis-Bacon Wage Determinations are wage determinations issued by the U.S. Department of Labor under the Davis-Bacon and related acts. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. It is the responsibility of the federal agency that funds or financially assists Davis-Bacon covered construction projects to ensure that the proper Davis-Bacon wage determination(s) is/are applied to such construction contracts(s). **See 29 CFR 1.5 and 1.6 (b).**

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the programs subject to the **Davis Bacon Act (40 U.S.C. 276a et seq.)** and the **Regulations of the Department of Labor, 29 CFR part 5** and **Texas Government Code section 2258.**

COMPLIANCE CERTIFICATION WITH BUY AMERICA PROVISIONS

I, the vendor, am in compliance with all applicable provisions of the **Buy America Act**. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF NON-COLLUSION STATEMENT

The vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. **The vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the RFP, and in the Contract.**

Company Name: _____
 Address, City, State, and Zip Code: _____
 Phone Number: _____ Fax Number: _____
 Printed Name and Title of Authorized Representative: _____
 Email Address: _____
 Signature of Authorized Representative: _____
 Date: _____

Attachment #6**SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES****Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to ASC that they have complied and must obtain similar certifications from their subcontractors. *See Attachment 7.* The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. ASC and/or the ASC member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Disqualifying criminal history:

- (1) A conviction or other criminal history information designated by ASC or an ASC member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
 - (a) a felony offense under Title 5, Texas Penal Code;
 - (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
 - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of _____ ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Education Service Center-Region 19 ("ASC") that **[check one]**:

☐ None of Vendor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

- ☐ Some or all of Vendor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify ASC in writing **within 3 business days**.
 - (3) Upon request, Vendor will provide ASC with the name and any other requested information of covered employees so that ASC may obtain criminal history record information on the covered employees.

If ASC or the ASC member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at ASC or the ASC member.


I also certify to ASC on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature

Title

Date

Attachment #7

	<div style="display: flex; justify-content: space-between;"> <div> 6611 Boeing Drive El Paso, Texas 79925-1010 www.esc19.net </div> <div> (915) 780-1919 FAX: (915) 780-6537 </div> </div> <hr/> <h3 style="text-align: center;">SS-PUR-F024.1 – Felony Conviction/Debarment Notice/Clean Air & Water Act Notice</h3>
<p>Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>Subsection (b) states "a contract may be terminated with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation. (Please CHECK APPROPRIATE BOX below and COMPLETE ALL SIGNATURE BLOCKS.)</p> <p>Company Name: _____</p> <p>Authorized Company Official's Name (printed): _____</p> <p><input type="checkbox"/> My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable</p> <p><input type="checkbox"/> My firm is not owned nor operated by anyone who has been convicted of a felony</p> <p><input type="checkbox"/> My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:</p> <p>Name of Felon(s): _____</p> <p>Details of Convictions: _____</p> <p>Signature of Company Official: _____ Date: _____</p> <hr/> <p>I hereby further certify that my company has not been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.</p> <p>Signature of Company Official: _____ Date: _____</p> <hr/> <p>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. 7606), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulation, 40 CFR Part 31 and as required under OMB Circular A-102, the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.</p> <p>Signature of Company Official: _____ Date: _____</p> <hr/> <p>BACKGROUND CHECKS: Vendor shall comply at its sole expense with all applicable laws in performance of the contract to be awarded. If the award involves the provision of any services to the District, Vendor shall furthermore comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, Section 153.1117 of Title 19 of the Texas Administration Code, and any District board policy relating to or arising from such statute or regulation, shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs services under the award at or for the District, and shall timely provide to written certifications thereafter in such form and substance as required by the District.</p>	
<div style="display: flex; justify-content: space-between;"> <div>For Internal Use Only</div> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div>[Signature]</div> <div>[Date]</div> </div>	

ATTACHMENT 8**Contractor Certification** (Arizona requirement)**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 proper with the various state statutes where this contract will operate.

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 offeror 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 participating entities in which work is being performed.

Fingerprint & Background Checks (Arizona requirement)

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

Business Operations in Sudan, Iran

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

Signature of Respondent

Date

Attachment 9

Texas House Bill 1295

House Bill 1295 was adopted by the Texas Legislature in 2015, adding section 2252.908 to Texas Government Code. The new law states a Texas governmental entity or Texas State Entity may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties to the Texas Governmental entity or Texas State Agency when the entity submits the signed contract to the governmental entity or state agency. The law applies only to contracts with Texas governments and entities 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 \$1,000,000 on any contracts entered into after January 1, 2016. The new HB 1295 electronic form is provided. To respond correctly, please visit the Texas Ethics Commission prior to submitting your bids at www.ethics.state.tx.us and under File Reports Electronically you may access Form 1295 on line and view the tutorial and complete the form. Once completed, print out the form and attach to your proposal for award consideration or as per the purchasing cooperative member, send them a copy so they can go on line as a Texas entity and confirm their part of this new legislation with the Texas Ethics Commission. A copy of this document with its own personalized number assigned by the Texas Ethics Commission should be held for future reference by the Business Entity. Upon receipt, and before award, the Government or Agency must also log in to report receipt of this document by the Business Entity submitting a proposal. Due to the nature and volume of State Entity administered cooperative purchasing, this process will have to be performed with the individual cooperative members when requirements apply. Depending on individual circumstances, vendor may be required by each ESC Region 19 cooperative member to complete on line specific orders as they utilize cooperative contracts when applicable to the new Texas Gov't Code. In the instance of an entity using multiple purchase orders annually with a particular awarded vendor, this process should only be required once during the contract year.

Page 19 contains a sample copy of the document required by the Texas Ethics Commission.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party.

☐
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
 of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath

 Printed name of officer administering oath

 Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

3 - SCOPE

It is the intent of ASC to solicit vendors for a Job Order Contracting and Facilities Construction Services in the State of Texas Regions. During the contract period, the awarded contractor will have the ability to amend its award to the **Regions of Texas if requested.** It is the intention of ASC to establish an annual contract to furnish and/or deliver Job Order Contracting, Facilities Construction Services, and other Trade Related Services such as waterproofing, roofing, flooring, playgrounds, canopies, sports surfaces, HVAC environmental controls, etc. for ASC members. Trade related proposers are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by government entities and school districts. Proposers are encouraged to offer any product or service that they currently perform in their normal course of business.

The 4BT OpenJOC™ UPB shall be used for the area in which work is being performed. For the State of Texas, there are eleven (11) designated Regions. Members and Vendors shall use the appropriate Texas Region in which the work is being performed. For areas outside the State of Texas, an appropriate 4BT OpenJOC™ UPB shall also be used for the area in which the work is to be performed. A 4BT OpenJOC™ UPB will be developed specifically for the ASC Member area as determined by Region 19 ASC. Please note that any UPB developed under this RFP and for Region 19 will become a part of the contract and is subject to the specification per this RFP. Out of state offerors are required, at a minimum, to provide a coefficient for the TX-Region 1 El Paso.

Access to the 4BT OpenJOC™ system will be available for a period of 30 calendar days providing the Non Discloser Agreement (NDA) be completed and returned to Region 19/ASC. The NDA must be downloaded from the ASC solicitations site, signed and emailed to rshernandez@esc19.net for approval and access to the system. Once the NDA has been received it will be forwarded to Four BT, LLC (4BT) for inclusion to the 4BT OpenJOC™ system and an automated email invitation will be sent.

Trade related awards will be made to the successful proposer(s) for the total line of services submitted. Awards will be based on the criteria set forth within this document. ASC reserves the right to award multiple vendors if vendors offer items that have value to ASC members.

ASC expects to contract with responsible firm or firms to provide construction services to its member(s) on a Job Order Contracting (JOC) basis. The work includes minor construction, repair, rehabilitation and alteration services for wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.

General JOC contractors may note one or more construction divisions in the Value Added section that is/are manufactured/self-installed product line or principal trade that their business is centered around.

Evaluation of proposals: A committee will review and evaluate all proposals and make a recommendation to the ASC Board of Directors. The highest rated proposal(s) by the committee may be invited to make an oral presentation of their written proposal to the Committee. ASC will base the recommendation for contract award on the factors as listed in this RFP.

Value Add – ASC is soliciting value added items related to this contract. Value Add should be related to additional products, services, and locations not specified in this solicitation. Client members may determine their own specifications prior to issuing a purchase order for a specific service or product, however, each Vendor shall include with their proposal responses to this RFP, detailed specifications for each item and service listed above on which they must provide pricing. Failure to include applicable specifications and pricing, may result in Vendor's value add items not being considered for this RFP. ASC reserves the right to reject any or all value added items.

Awards will be made to the successful proposer(s) for the total line of services submitted. Awards will be based on the criteria set forth within this document. ASC reserves the right to award multiple secondary vendors if vendors offer items that are unique and have value to ASC members.

The respondent is reminded that no engineering is to be conducted in conjunction with this contract per Texas statutes in the State of Texas and must meet the jurisdictional requirements elsewhere.

All vendors are encouraged to submit proposals regardless of whether or not they only serve a particular city, county, part of a state, multi-states, or have national coverage. Please indicate the areas you would wish to serve on

page 55-56 of this solicitation. Additionally, proposals that may require local support to facilitate their requirements should qualify their proposals in a manner that indicates the conditions under which this agreement would be in the best interest of ESC Region 19 members as well as the vendor. The vendor can also stipulate which sections of the country they would wish this arrangement to be facilitated. If desired, vendor can designate by city, county, or otherwise when responding. ESC Region 19 ASC has identified needs and requirements from its membership, however, ESC Region 19 ASC at its sole discretion reserves the option to determine whether or not other commodities shall fall under this contract during its due diligence and evaluation process.

ASC is utilizing the Request for Proposal (RFP) method for this procurement pursuant to Texas Government Code Chapter 791, Interlocal Cooperation Code, Texas Government Code.

Note: Section 179D – Federal incentives maybe sought, under this program, by qualifying parties under the law.

Awards will be made to the successful proposer(s) for the total line of goods and/or services submitted for any cities, counties, Texas and other states and/or areas within the United States they wish to provide their goods and/or services in. Awards will be based on the criteria set forth within this document. ASC reserves the right to award multiple vendors if vendors offer items that are unique and have value to ASC members.

Awarded vendors agree they will report to ESC R19 ASC on a monthly basis, for the administrative participation fee of **two (2) percent**, regardless of whether or not any sales have been made through the ASC contracts. The invoice will be based on total sales made through the ASC contract with the vendor. The vendor shall remit payment to ASC at net thirty (30) days terms. Failure to pay administrative fees in a timely manner may result in the contract being in default and could result in the contract being suspended or terminated.

All purchase orders and invoicing will be directly with each district using this contract.

1. All pricing will be effective from contract award date and continue through August 31, 2018 with the option to extend in 12 month increments depending on mutual consent by both the vendor and Region 19 Purchasing Coop Member. Maximum contract period for this contract will be 60 months. ESC Region 19 will consider for award fixed one (1) year pricing.
2. Evaluation and award recommendation will be based on 20% Pricing, 20% Performance Capabilities, 20% Qualifications & Experience, 15% References, 15% Warranty Service, 5% Historically Underutilized Business Participation, 5% Value Added Services.
3. Each Region 19 Purchasing Cooperative member reserves the option to add locations and quantities during the contract period.
4. All , “qualified” proposals will be considered in the best interest of the ESC Region 19 Purchasing Cooperative members currently participating in this contract as well as future members who may wish to participate and utilize this contract during the performance period.
5. Region 19 ASC reserves the right to extend current contracts up to 120 additional days past the awarded contract term if needed.

SPECIAL CONDITIONS- READ CAREFULLY

1. All purchase orders and invoicing will be directly with each district using this contract.
2. Vendor agrees to service additional Region 19 ASC Purchasing Cooperative members that may choose to utilize this contract with comparable requirements during the contract period.
3. Legislative changes may constitute additional requirements. Vendors must agree to follow any new legislative changes that are requested by ASC or ASC member.
4. Vendors may be required to certify all training completed by employees including subcontractors. Proof of hours may be requested at any time and must be provided if requested.

REQUIRED QUESTIONNAIRE

1. Total number of employees?
2. Number of years in business?
3. Provide a designated contact person for expedited/emergency work.
4. This bid will be for use by ESC Region 19 and its ESC Purchasing Cooperative members as well as any other members that join during the contract period. While Region 19 Purchasing Cooperative Membership is State-Wide, this contract is intended for use by local agencies participating in the ESC Region 19 Purchasing Cooperative. Will the vendor agree to service other members throughout the period of the contract performance?
If not, please explain:

5. Provide four (4) educational or related references company has provided services to during the past 12 months? Information must have Agency Name, Contact person, person's title, phone number, mailing address, and email address if available.

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

4 - SPECIFICATIONS

It is the intent of ASC to award a national contract that satisfies the needs of participating governmental entities to furnish and/or deliver Job Order Contracting and Facilities Construction Services for ASC and/or ASC members seeking contractors who possess licenses in their states (where required) to provide and perform the work as outlined in the following categories.

Because ASC members require indefinite delivery and indefinite quality (IDIQ) for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, this RFP is a request for one or more coefficients or multipliers to be applied to the UPB.

Description of Product(s) and/or Service(s)

Describe product(s) and/or service(s) the Vendor is proposing to provide ASC and ASC members. Provide a matrix that will allow ASC to readily appraise the Vendor's products and/or services offering versus other Vendors, if available.

Description of Value-Added Product(s) and/or Service(s)

Include any additional information Vendor believes ASC should have when making its decision concerning contract award(s), if any. Detail any value added options offered by Vendor; if value-added options are best described in a line item format, add value-added items to the designated area at the end of the line item list.

Warranty/Guarantee

All products purchased under this RFP shall be **NEW** and free from defects unless authorized rehabilitation of existing is authorized by the member and is considered part of the contractor's standard of care.

Product Information

Provide answers to the following questions from which information will be used if the Vendor is awarded a contract:

- a) Give examples of local governmental entities that have purchased products/services from your company.
- b) If your product is deemed defective, state the replacement process and turnaround time.
- c) State whether your company provides a quality guarantee on its products/services. If so, provide a description.
- d) State the Vendor's insurance provider(s) and level(s) of coverage if considered.

Supplementary catalogs and information

Provide any supplementary information or an appendix Vendor desires to attach that clarifies the answers to the previous questions. Tab each specific section and reference these back to the table of contents for easier reading.

Warranty Information

Provide information and answers to the following:

- a) Does Vendor offer extended parts and labor warranties? If yes, state length of warranty.
- b) Does Vendor provide extended warranties and/or maintenance Contracts at an additional cost to ASC members? If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- c) Give examples of governmental entities where Vendor has extended labor warranties. Include length of these warranties.
- d) Is warranty coverage dependent on any specific requirements?
- e) Who performs Vendor's start-up procedure?
- f) Detail and provide documentation verifying the warranty protection covering installation, details, materials, workmanship, inspection and preventive maintenance programs, if any.
- g) Detail how Vendor tracks warranties and updates warranty periods as units or components are replaced.
- h) What is Vendor's standard warranty on materials?
- i) What is Vendor's standard warranty on installation?

Does Vendor differentiate its standard warranty if financing is part of the contract? If so, describe.

Corporate Resources and Commitment

Corporate resources and commitments are important as indicators of Vendor's commitment and ultimate success of the proposing company to the JOC program. Vendors must include the following information in their proposals:

Has a corporate officer been assigned to the program? Does he understand his role in providing the corporate resources necessary for the program? Has the PGM been empowered by corporate to make immediate decisions in support of the program or is it a bureaucratic, slow and cumbersome process?

Does corporate understand the need for prompt payment of subcontractors? Does corporate understand the difference in management between JOC and hard bid estimating and the need to negotiate Job Orders with ASC members?

Does the company have orderly business procedures and a business manager assigned to this program that will conform to the RFP?

Has corporate made a commitment to work with small and disadvantaged businesses within the local community? Does the company have a working Quality Assurance/ Quality Control program in place?

Has the company committed the people long term to this program for continuity? Do they understand the right of ASC or ASC Member to approve any proposed changes in key and reserves the right to remove vendor personnel for any reason?

Bonding Requirements

Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Vendors may need to provide additional capacity as Job Orders increase. Please list bond rate.

Expenditures for all bonds shall be a pass-thru to the member (with no additional administrative cost) and reconciled at the end of each project. Bonds shall be listed on the purchase order as a separate line item with no additional fees added.

For this RFP, include a Bond Letter for the company's single and aggregate bond capability from a certified Texas bond agency.

Vendors may need to provide additional capacity as Job Orders increase. The actual cost of the bond will be a pass-through to the ASC member and added to the Purchase Order. All the bonds shall be reconciled at the end of each project for actual pass through to the member. Bonds shall be listed on the purchase order as a separate line item with no additional fees added.

Safety Plan

Vendor must submit a safety plan, and, if required or necessary, Vendor shall submit an updated, detailed safety plan within **14 business days of award and prior to commencement of any work**. The plan should specifically address how the Vendor will implement the plan with subcontractors, including OSHA compliance, environmental compliance, drug testing, trend analysis, and noncompliance corrective action; whether a safety officer will interact with the ASC member's staff; and the management of safety and environmental issues while working in occupied areas.

Subcontracting Plan

Vendors shall submit a subcontracting plan, and, if required or necessary, Vendor(s) shall submit an updated subcontracting plan within **14 calendar days** of award and prior to commencement of any work. Vendor(s) must pre-qualify their subcontractors. The plan shall explain the subcontracting procedures, provide assurances that the subcontractors meet the high standards detailed in the RFP, include a subcontractors log, subcontractor qualification form, felony conviction notice, and child and sex offender notice. This plan must also address how Vendor will implement his safety plan with subcontractors. (Vendor may reference its safety plan). The subcontractors will be held to the same standards as Vendor, and Vendor shall be responsible for the supervision of

all subcontractors. The plan must address attracting, utilizing, and mentoring small and disadvantaged businesses. The subcontracting plan must also address how Vendor will institute a prompt payment plan upon completion and acceptance of the work and how progress payments will be made to subcontractors on long-term Job Orders. The plan must detail how Vendor will make subcontractors aware of the requirements of the RFP, including regarding safe and secure schools, prior to starting projects.

The vendor is responsible under this contract for all subcontractors utilized by them and for the quality of the work performed.

Safe and Secure Schools Plan

It is the policy of ASC to promote safe and secure schools. Vendors must detail how they intend to comply with the below requirements. All Vendors and subcontractors are responsible for ensuring employees on the job site are in compliance with the following:

- **No drugs, alcohol, or tobacco on ASC or ASC members' property**
All ASC and most ASC members' property and facilities are drug-free zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on ASC or ASC members' property or building. **If Vendor has a drug testing policy, attach a copy of the policy.**
- No weapons on school grounds with the exception of normal tools used in construction.
- Convicted child and sex offenders may not work on school grounds.

Certificates

Provide the following information:

- a) Describe any environmental and/or social awards or recognition Vendor has received.
- b) List any recent industry standard awards and recognition and provide documentation of same.
- c) Describe any pending litigation in which Vendor is involved.
- d) Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.
- e) If the Vendor is certified as a MWBE, HUB, and/or SBE, the Vendor must provide a copy of WMBE, HUB, and/or SBE certification letter(s).

ASC Reservations

- a) Cancel this solicitation in whole or in part, at the sole discretion of ASC.
- b) Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- c) Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- d) Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of ASC and/or ASC members.
- e) Waive any formalities, technicalities, or other defects if deemed in the best interest of ASC and/or ASC members; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- f) Be the sole judge of quality and equality with the member.
- g) Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in ASC sole discretion.
- h) In auditing projects completed by the vendor, ASC reserves the right to make all decisions regarding this RFP, including, without limitation the right to decide whether a proposal substantially complies with the requirements of this RFP.
- i) Remove, for any reason, vendor personnel working under this contract.

Financial Responsibility

ASC assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

Compliance with Specifications and Contract

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the Contract terms in Terms and Conditions. Any exceptions to the terms and conditions

in the RFP or the Contract must be clearly indicated in the Vendor's submitted proposal. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Contract.

Contract Specifications

Categorical Definitions

A contract will be established with standard specifications and pricing based upon Texas regional coefficients that are applied to the Regional Unit Price Book. When a specific project or Job Order is issued, the ASC member and the Vendor will agree on the Scope of Work, and the cost is determined by applying the coefficient to the appropriate line items and quantities in the UPB.

The proposed coefficients should provide for reasonable project oversight. Vendor should include as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Services may be provided via Vendor's own staff, subcontractor, or working with the ASC member's managers, architects and engineers, wherever such professional architectural and engineering services are required. Selection of architects, engineers, and other professional services shall be in accordance with applicable law of the jurisdiction where the work was performed.

The 4BT OpenJOC™ UPB, by Texas Region, will be the unit price book(s) for this RFP, using the most recent edition, which does not include contractor overhead and profit. All line items provided in Delivery Order proposals are to be carried out to the UPB MasterFormat codes. Vendors, at their expense, will make copies of the UPB available to ASC members upon request via electronic media.

Although division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the ASC member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer, delivery order manager, and/or superintendent at all times during construction. Unless a very large DO is at issue, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the Vendor's bid coefficient(s) shall include all items listed below.

- Profit
- Overhead
- Vendor's office & expenses, (Does not include job site office requirements per a delivery order's requirements.)
- General, and executive staffing,
- Marketing,
- Safety equipment,
- Vehicles and fuel,
- Travel to and from jobsite locations
- Small tools,
- Contract program & delivery order mobilization & demobilization (Not including heavy equipment mobilization & demobilization),
- Close-out documents,
- Warranties,
- Computers,
- Communication devices,
- Printers,
- Programs,
- Insurance Maintenance,
- Taxes,
- 4BT OpenJOC™ Database & Estimating Software Annual License Fees,
- JOC Training & Partnering Sessions,
- Estimating,

- Informal Compliance Reviews
- Site Visits
- Scope of Work Development,
- Construction Schedules,
- Incidental Design,
- Submittals & Samples,
- ASC Administrative Fee,
- Contingencies,
- Program Manager
- Project Management,
- Quality Control Manager,
- Site Safety Manager,
- Superintendent
- Administration,
- Jobsite Supervision.

In estimating delivery orders the Vendor shall endeavor not to micro-estimate line items. Micro-estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door where a pre-hung door and frame would be the fastest and cheapest route to use. Instead of the single line item defining the pre-hung door, the estimator breaks down this portion of the job into individual line items such as door frame, hinges and screws which will unnecessarily drive up the cost to the ASC member. This should be avoided and will be looked for during ASC's contract compliance audit/review.

Much of division one will be opened, subject to special project conditions on a case-by-case or ASC member basis. However, if there are any exceptions to these Job Order Proposal and/or DO pricing restrictions, the Vendor must clearly notify the ASC member, in writing, that an exception is being requested and proper approval will be documented from the ASC member in the line item estimate.

EXAMPLE: Using sample figures from a Job Order Proposal, the total cost with all of the adjustments would be as follows:

Total of divisional line items based on the quantities and unit prices from the Unit Price Book

4BT OpenJOC™ Price Total =	\$ 500,000
Bid Coefficient: 1.05 (adjusted)	\$ 25,000
GRAND TOTAL (as adjusted):	\$ 525,000
Pass-Thru(s):	<u>\$ 5,000.00</u>
PROPOSED DO PRICE:	<u>\$ 530,000</u>

When providing 4BT OpenJOC™ UPB costs as part of a project's proposal, the following items apply:

4BT OpenJOC™ UPB proposals must use the current year, standard costs based on the 4BT-CE estimating software.

Subcontractor's invoices must tie to the 4BT OpenJOC™ UPB for routine auditing by local, state, and federal auditors.

A 4BT OpenJOC™ UPB line item estimate **must** be submitted to substantiate the quote given to the ASC member.

Pricing **must** be done by the locally researched 4BT OpenJOC™ UPB Region(s) designated by this RFP.

The contractor's ASC bid coefficient, bonding cost, permits, A/E fees, and sales taxes, if applicable, must be shown as separate line items at the bottom of the 4BT OpenJOC™ UPB estimate below the "Total Cost". This information can be handwritten in pen or typed on the spreadsheet or can be shown on a separate summary sheet. The summary sheet must start with the 4BT OpenJOC™ UPB estimate total and

show the detail for each of the items stated above. The ASC fee is embedded in the contractor's coefficient and will not be listed. Bonding, Permits, A/E fees, and Sales Taxes are a Pass-Thru to the member; no ASC fee is required.

All change orders must be supported by a separate 4BT OpenJOCT™ UPB Line Item Estimate. An Informal Compliance Review will be required for all change orders. A Formal Compliance Review will be at the discretion of the ASC Member and/or Region 19/ASC.

Alternative Costing/Non Pre-Priced (NPP) Items

If a project requires products and services that are not covered by the UPB (i.e., Non Pre-Priced Items) the Vendor may obtain three (3) written cost proposals from local providers. The Vendor must use the most advantageous cost proposal meeting the specifications and add its NPP coefficient as part of its response to obtain the retail cost. The item is then added to the price book and is then no longer non-priced (see UPB). The stated ASC discount will then be taken to arrive at the ASC price. All products and services falling under this category must be submitted in advance and approved by the ASC member prior to being included in any Job Order Proposal. If a product or service is required that must be custom designed and manufactured to meet an individual project site's conditions and/or provided for a unique application or project, the Vendor may provide three (3) or more written cost proposals or quotes from providers and of such custom products and services. The Vendor must use the most advantageous cost proposal meeting the specifications and add its NPP coefficient as part of its response to obtain the retail cost.

All products and services falling in this category should be submitted in advance and approved by the ASC member prior to being included in any Job Order Proposal. ASC and ASC members reserve the right to accept or reject any third-party cost proposals or quotes and/or proposed prices for Non Pre-Priced Items provided by the Vendor. If a product or service is required as part of the performance under this RFP can only be obtained and/or manufactured from a single source and falls under the sole source provision of some state's procurement codes, the offeror must provide the ASC member with the necessary documentation to substantiate the purchasing method.

JOC – General Information

Conditions Affecting the Work

Vendor is responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or its costs. Any failure by the Vendor to have done so does not relieve the Vendor from responsibility for successfully performing the work without additional expense to the ASC member. Vendor shall promptly, and before conditions are disturbed, give written notice to the ASC member of (1) subsurface or latent physical conditions at the site that differ materially from those indicated in the DO, PO, drawings, or specifications; or (2) unknown physical conditions at the site of an unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the DO, PO, drawings, or specifications. By beginning any portion of the work, Vendor acknowledges that Vendor is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the ASC member, as well as from the drawings and specifications.

The ASC member assumes no responsibility for any understandings or representations concerning conditions made by any of its officers or agents before execution of this Contract or a Purchase Order or Job Order, unless such understanding or representations by the ASC member are expressly stated in the Purchase Order or Job Order.

Record “AS BUILT” Drawings

Vendor shall review all drawings furnished to Vendor immediately upon receipt and shall promptly notify the ASC member of any discrepancy. Vendor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors that may have been avoided. If an A/E firm prepared the drawing, they should be contacted and the owner notified of any delays. Throughout the progress of the work, the Vendor must keep a master set of prints on the job site, on which is kept a complete, careful and neat record of all deviations from the drawings made during the course of the work. Any deviation from the drawings or specifications made by Vendor without prior written approval from the ASC member (or ASC, if the work is for ASC) shall be at Vendor's own risk and expense.

Upon completion of construction and owner's request included in the Delivery Order proposal, the "as built" prints must be certified as to their correctness by the signature of the Vendor and turned over to the architect/engineer of record for their use in preparing a permanent set of "as built" drawings. The Contractor will include the additional service task in the line item estimate.

The contractor may pay for the architectural or architectural (A/E) services with the client member's concurrence. However, selection for A/E services shall be in accordance with state statutes. Architectural or engineering services are not to be included in the line item estimate or the Vendors coefficient(s), A/E service are to be considered a "Pass-Thru(s)" on the proposal documents similar to bonds, sales tax, and permits.

Purchase Order or Job Order Process

- a) The ASC member may make a request of a Vendor via phone, the web, e-mail, fax, or in person. Upon notification of a pending request, the Vendor shall make contact with the ASC member as soon as possible, but at least within two business days. As projects are identified, the Vendor will participate in a pre-scope meeting, at which time a Job Order Proposal Request for the individual project(s) will be explained to the Vendor and the Vendor will be provided an opportunity to ask questions and inspect the site. Vendor shall visit the ASC member's site and conduct a joint project site visit with the ASC member's representative to verify the intended scope of work. Vendor shall perform due diligence to request and gather pertinent information, including existing conditions and ASC member documents, including, but not limited to, hazardous materials/environmental surveys and other relevant documents.
- b) The Vendor will prepare a written scope of work narrative with enough detail to accurately confirm the intended scope of work and submit to the ASC member for review and approval. The ASC Member may request changes or scope clarifications. The Vendor will revise the scope of work narrative and resubmit to the ASC member. Upon acceptance and approval of the scope of work narrative by the ASC member, the Vendor will prepare the Job Order Proposal.
- c) The Vendor will prepare a Job Order Proposal for the project including but not limited to a price proposal, construction schedule, written Scope of Work, the 4BT-CE OpenJOC™ UPB line item estimate with the MasterFormat line number, using the 4BT-CE estimating system that will provide a line item estimate of the individual tasks, the quantities, Vendor's bid coefficient, and any applicable cost additions (including any possible division one line items), the Informal Compliance Review Report, and incidental design work that may be required, and additional items within the scope of this RFP and Vendor's response to the RFP. The line items taken from the 4BT OpenJOC™ UPB and the estimated quantities totaled and the contractor's coefficient. Each Job Order Proposal shall be good for a period of 30 days unless an extension is agreed to by Vendor and the ASC member.
- d) ASC and/or the ASC member will review the Job Order Proposal and may request an independent Formal Compliance Review, a negotiation conference meeting, scope of work changes, or value engineering efforts. Once an acceptable Job Order Proposal and Scope of Work have been agreed to, the ASC member may issue a Purchase Order and/or Job Order for the project, which must be signed by Vendor and the ASC member as a lump sum fixed price contract. TEX. GOV'T. CODE § 2269 ("An order for a job or project under a job order contract must be signed by the governmental entity's representative and the contractor."). **The governing body of each ASC member that is a governmental entity, as defined in Chapter 2269 of the Texas Government Code, must notice and approve in open session each job, task, or purchase order that exceeds \$500,000.**
- e) **Vendor is required to ensure that the Purchase Order and/or Job Order for the project includes the following:**
 - The lump sum price, start date, schedule, and notice to proceed. The schedule will include the project mobilization & demobilization, materials purchase & lead times, installation and delivery, design, weather, punchlist, substantial completion, closeout, and inspections. No additional claims may be made for delays as a result of these items.

- The date for commencing work. Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor's control must be reported to the ASC member's authorized representative immediately.
 - Compensation for received products, terms of progress payments, and a schedule of payments. The ASC member retains the right to extend the schedule of work or to suspend the work and to direct the Vendor to resume work when appropriate. The Purchase Order and/or Job Order must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through ASC as allowed in the Contract or RFP.
 - A schedule for performance of work that can be met without planned Non-Regular Working Hours, which shall be Vendor's responsibility.
 - Monthly progress reports must be given to the ASC member by the Vendor. The specifics of what is reported should be described in the Purchase Order and/or Job Order.
 - Terms for acceptance by the ASC member and title to work must be clearly agreed upon and described. If any part of the construction requires the ASC member to assume control prior to the completion, this must be defined. Vendor and the ASC member must agree on the definition of what constitutes final acceptance before payment of any retained compensation.
 - Any Supplemental Contract or Purchase Order between Vendor and the ASC member concerning retainage or a substitute security, which must be in full compliance with the state requirements of the ASC member, meeting TEX. GOV'T. CODE Chapter 2252, the governing jurisdiction.
- f) After the Purchase Order or Job Order is signed, a copy of the Purchase Order or Job Order shall be sent to ASC along with any changes made prior to project completion.
- g) Each individual Purchase Order or Job Order may be limited to work at a single facility, and will describe the Scope of Work to be performed. Descriptions may be written, by sketch, and/or by drawing and should include the location where work is to be performed, whether work may be performed during Regular Working Hours, the project completion time, and the price to be paid for the work.
- h) The Vendor shall perform the Scope of Work within the project completion time and for the fixed price of the Purchase Order and/or Job Order. Any change orders must be approved by the ASC member and added as an addendum to the purchase order or a new purchase order generated.
- i) No work shall be performed until a written Purchase Order or Job Order has been signed by the Vendor and the ASC member. Any work performed under a Purchase Order or Job Order before the Vendor's receipt of the written Purchase Order or Job Order is at the Vendor's risk.
- j) Under emergency conditions, a portion of the Scope of Work may be issued orally by the ASC member's authorized representative, who will confirm the oral order by issuing a written Purchase Order or Job Order within ten days. In the event of an emergency, Vendor will endeavor to meet with the ASC member within two hours (if possible); expediting these procedures with verbal Job Order or Purchase Order and a signed field book by the ASC member's authorized representative and Vendor. Work may commence immediately as required; however, documentation detailing the work must be provided as soon as possible for this work or for any additional long-term Purchase or Job Order work.
- k) Quality Control Issues
- During the course of the Purchase Order or Job Order, the ASC member may secure samples, according to construction industry standards, guidelines, or industry standards, of materials being

used from containers at the job site, and submit them to an independent laboratory for comparison to specified material.

- Should test results prove that a material is not equal to or better than specified, the Vendor will pay for the test. The Vendor will also pay all costs incurred to replace, remove and dispose of non-compliant materials.
 - Should test results prove that materials tested were equal to specified material, the Vendor shall be notified of the results and the ASC member shall pay the cost.
 - Upon completion of the project, the Vendor shall deliver to the ASC member all associated as-built drawings, warranties, and owner's manuals/instructions.
- l) The Vendor is required to perform all work under a Purchase Order or Job Order which has been issued and received before the expiration date of this Contract. If the Purchase Order or Job Order is not received by the Vendor before the expiration date of this Contract, the Purchase Order or Job Order will be considered cancelled. Any Purchase Order or Job Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the project completion time stated in the Purchase Order or Job Order, and the rights and obligations of the Vendor and the ASC member with respect to the Purchase Order or Job Order will be the same as if the Purchase Order or Job Order were completed during the Term of the Contract.
- m) **Freight, Delivery, Inspection & Acceptance** All deliveries shall be **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** and shall be included in the Vendor's coefficient(s). Deliveries shall be made during ASC or the ASC member's Regular Working Hours.
- After a contract has been awarded, Vendor(s) shall deliver the products or services procured on this Contract to ASC or the ASC member issuing a Purchase Order. The conforming product(s) shall be delivered within **ten (10) business days** of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from ASC or the ASC member for the delayed delivery.
- If defective or incorrect products are delivered, the ASC member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the ASC or the ASC member. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.
- ASC or the ASC Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. Rush or emergency deliveries are to be included in the scope of work narrative, schedule, and as a separate line item in the estimate. However, if Vendor is unable to fulfill the emergency delivery request, ASC or the ASC member may procure its needs from alternative sources without penalty.
- n) When the Job Order has been completed, the Vendor shall notify the ASC member and have the ASC member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Job Order. The ASC member will issue, in writing, any corrective actions that are required. Final payment of a Purchase Order or Job Order for which progress payments have been made will not be made until the project is totally completed (including punch list items), and the final application for payment is approved and signed by the ASC member. The vendor should strive to have a zero punch list policy.
- o) The ASC member reserves the right to reject a Job Order Proposal or cancel a project for any reason. The ASC member also reserves the right not to issue a Purchase Order or Job Order if in its best interest. The Vendor shall not recover any costs arising out of or related to the development of the Purchase Order or Job Order, including but not limited to, the costs to review the Job Order Proposal Request or prepare a Job Order Proposal.

- p) The member may not use any of the vendor's drawings, scope, line item estimate, or pricing in negotiations with other ASC JOC or Facilities contractors. They may not bid already awarded (contracted) ASC JOC or Facilities contractors against each other or other contractors in violation of State law. If negotiations fail with a contractor, the ASC member must notify that contractor that they are ceasing further negotiations and return all scoped line item pricing, drawings, etc. to the contractor. They may go to another contractor and begin new negotiations but may not go back to the previous contractor(s).

Training & Partnering Sessions

Job Order Contract Estimating training will be mandatory for contract requirements, JOC industry standards and the 4BT OpenJOC™ system for application to the ASC contract. The vendor shall be responsible to host a Job Order Contract Estimating Workshop session where all the key team members for the Vendor and vendors' clients will meet and establish norms for the Contract. These session(s) are required for the base contract period and each option year. The estimating workshop shall be provided by one of the current ASC awarded vendors for Consulting, Contracted, Staff Development, & Related Services; either Job Order Contract Group, LLC or Four BT, LLC. Vendor is responsible for all hosting costs associated with this session and is to be included in the Vendor's coefficient(s). Training will be scheduled after ASC contract award(s). Partnering session(s) are optional and are for the ASC Members JOC Program implementation and Vendors JOC collaboration, education, and expectations utilizing this RFP and the ASC JOC and Facilities Construction Services contract.

Debris and Cleanup

On a daily basis during the progress of the work for an ASC member, the Vendor must remove and dispose of the resultant dirt and debris and keep the premises clean.

The Vendor shall, upon completion of the work, remove all equipment and surplus materials (except materials or equipment that are to remain at the ASC member's property), and leave the premises in a clean, neat, and orderly condition satisfactory to the ASC member.

Materials and Workmanship

Unless otherwise specifically provided in a Purchase Order or Job Order or Supplemental Contract, all equipment and materials incorporated in the work must be new and of the most suitable grade for the purpose intended. Exceptions can be made with the owner's approval for professionally restored fixtures and furnishings used in historic building and site presentation. Unless otherwise specifically provided, reference to any equipment, material, or patented process by brand name, make, or catalog number establishes a standard of quality only. Vendor may substitute any equipment, material, or process that the ASC member finds to be equal to that named. To obtain approval to use a different equipment, material, or process, the Vendor must furnish the ASC member with the manufacturer's name, the model number, and other identifying data and information regarding the capacity, nature, rating, and performance of the proposed substitute. If requested by the ASC member, samples must be submitted for approval at the Vendor's expense, shipping charges prepaid. Materials or processes substituted without approval may be rejected. Vendor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work by the ASC member, except for any completed unit of work which may have been previously accepted by the ASC member.

After presentation of the line item estimate for the delivery order the Vendor must obtain the ASC member's approval of the machinery and mechanical equipment incorporated into the work. Vendor must submit samples of all materials and equipment as directed by the ASC member or as required by the RFP by the Vendor reviewing the delivery order estimate with the ASC member.

All work must be performed in a skillful and workmanlike manner. The ASC member may, in writing, require the Vendor to remove from the worksite any employee the ASC member deems incompetent, careless, or otherwise objectionable. ASC may remove any Vendor employee if audit reviews of purchase orders reveal unwarranted line item charges. (If corrective action is not taken by the contractor, it may result in the suspension or cancellation of the contract.)

Associated Project Support Requirements

Vendor shall remove movable desks and furniture in the work area and place such items back in the required location upon completion of the work. The purchase, delivery, and storage of project construction materials must not interfere with the ASC member's operations.

Vendor must provide to his project offices, with minimal down time (24 hours service calls), a computer system with applicable software, including Microsoft Office, unaltered JOC project estimating software (4BT-CE Cloud Cost Estimating) that is compatible with the currently utilized edition of 4BT OpenJOC™ UPB .

Vendor is required to furnish and maintain, at a minimum, a field office in the states they are working in. Utilities and water at the job sites will be furnished to the Vendor at the ASC member's expense. Upon project completion, Vendor shall remove the utility and water connections at the direction of the ASC member. Vendor is responsible for analyzing its electrical needs and the ability of ASC member to accommodate such. Vendor shall communicate and coordinate his utility and water requests to the ASC member. If additional capacity is required above and beyond the capacity that the ASC member is able to provide, Vendor is responsible for arranging for the equipment, installation, and removal at Vendor's own expense. If possible, toilet facilities will be made available by the ASC member, or the Vendor will make arrangements for portable toilets.

Ability to Provide and Perform the Required Product(s) and/or Service(s)

Detail any and all skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, and licenses to perform and do business within the states of ASC members. Confirm that the proposed products/services meet or exceed the specifications detailed in the RFP and the proposed pricing complies with state and local requirements.

This contract is a Texas regional contract and is intended for the maximum benefit of the ASC members. General, trade, & facility JOC contractors working in other states may, where those laws allow, may use an open book pricing method between the member and ASC JOC contractors. Should an open book pricing method be utilized, ASC will require an independent 4BT OpenJOC™ line item estimate for project support and verification to the ASC Member and, at a minimum, an Informal Compliance Review will be required for submission with the Vendors final proposal. Once the scope of the project is agreed upon, the contractor will obtain firm price quotes from subcontractors to accomplish the project. The contractor then sets the general conditions, and administrative and profit multipliers are then applied to establish the overall project cost for the member. Please note if your firm will utilize this Construction Pricing Method.

Instructions To Vendors

Proposal Response Format

To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Vendors must follow the format instructions detailed below in preparing and submitting their proposals.

Required Format

Vendors shall submit proposals in a three-ring binder using standard letter-sized paper (8-1/2 x 11 inches), clearly marked as indicated on the first page of this RFP and on the outside front cover and spine (where possible) in addition to marking the sealed envelope or other container. One additional copy for evaluation members should also be included making a total of 2 completed bids (1 original and 1 copy). All pages should be completed, signed where applicable, and returned in numerical order. Both bids must have all pages in numerical order. A section following the last page of this proposal should be attached with 9 tabs (1-9) to identify additional information requested as per the table of contents at the beginning of the solicitations. The 9 tabs at the back of the complete proposal should contain information the vendor is providing as per the sections of this solicitation;

Binder Tabs (See Table of Contents on page 2)

- 1) Intent
- 2) Signatures
- 3) Scope
- 4) Specifications
- 5) Contract term and conditions
- 6) Pricing (Must include excel file on CD/USB Jump Drive)
- 7) Evaluation and Award Proposals
- 8) Vendor Questionnaire & Company Profile
- 9) Special Conditions, Pricing, and Services Pricing

Proposal Response Location

Proposals shall be received no later than the submittal day and time deadline at the Receiving Front Desk at ESC Region 19 ASC, 6611 Boeing Drive, El Paso, TX 79925-1010. Proposals submitted by U.S. mail or other public or private carrier must arrive by the submittal day and time deadline. Proposals will be time-stamped on the outside cover of the envelope or container and said time-stamp shall be confirmation of compliance to the deadline for the receipt of proposals. **No provisions or exceptions are made for late delivery due to actions or consequences of the Vendor or third-party carriers. Any proposal received after the submittal deadline date and time will be disqualified.**

Submission of Proposals

ASC will only accept sealed bids and proposals. Faxed or electronically transmitted proposals will not be accepted. Sealed proposals may be submitted on any, some, or all items, unless stated otherwise. Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal with the attached tabs. Withdrawal of proposals will not be allowed for a period of 90 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. **Copyrighted proposals are unacceptable and may be disqualified.**

Required - Two (2) Bound Proposals with one (1) original and one (1) complete copy

- 1 - Electronic copy of response on compact disc (CD) or USB flash drive. Must include excel item list.
- 1 - Electronic copy of price list if available or copy of electronic catalog
- 1 - Hard copy of price list (SEALED) along with the RFP
- 1 - Hard copy of any catalog or specification, if requested in the RFP

Required Shipping Box

The container must be clearly identified as listed below, sealed, and delivered by the submittal deadline date and time to:

EDUCATION SERVICE CENTER-Region 19

Attn: Purchasing Director

6611 Boeing Drive

EL PASO, TEXAS 79925-1010

The address label shall show the following:

- | | |
|-----------------------------|--|
| (1) RFP Number | (4) Vendor's Name |
| (2) RFP Title | (5) Vendor's Address |
| (3) Submittal Deadline Date | (6) Vendor's City, State, and Zip Code |

Proposals will be opened in public at ESC Region 19 ASC, 6611 Boeing Drive, El Paso, Texas 79925-1010, immediately following the deadline. Proposals will be read aloud, listing only the responding Vendors.

Process

As part of any proposal the successful vendor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. The vendor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work. All documents prepared, along with manufacturer's data sheets and spec sheets for equipment shall be submitted to client member for preliminary review before commencing work or submitting documents for review and approval by authorities having jurisdiction.

General Information

Purchase Order Process

Each member will utilize a purchase order for a specific period of time. As a service contract, the awarded vendor may be given a blanket purchase order for the estimated dollar amount to be utilized over a period pre-determined by the member. Vendors will invoice as services have been provided and proper signatures acknowledging the serviced was performed are received back by the vendor. A single purchase order may be generated for each site to be serviced or one master blanket purchase order may be generated for large number of sites. The vendor agrees to accept all forms of a purchase order and invoices must clearly reference the purchase order number and date (s) of service.

The Vendor shall perform the Scope of Work within the project completion time and for the fixed price of the Purchase Order. Any change orders must be approved by the ASC member and added as an addendum to the purchase order or a new purchase order generated.

No work shall be performed until a written Purchase Order has been received from the ASC member. Any work performed under a Purchase Order before the Vendor's receipt of the written Purchase Order is at the Vendor's risk.

Quality Control Issues

If at any time during the 60 month term of this contract, a member determines the standards and quality of the goods and services have deteriorated, the vendor has 24 hours to respond and make whole the issue the vendor has been notified on regardless of whether it is in writing, by phone to the account manager, or other means of communication.

The Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Contract. If the Purchase Order is not received by the Vendor before the expiration date of this Contract, the Purchase Order will be considered cancelled. Any Purchase Order issued during the Term of the Contract and not completed before the expiration date of the Contract must be completed within the project completion time stated in the Purchase Order, and the rights and obligations of the Vendor and the ASC member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

When the Purchase Order has been completed, the Vendor shall notify the ASC member and have the ASC member inspect the work for acceptance under the scope and terms in the Purchase Order. The ASC member will issue, in writing, any corrective actions that are required. Final payment of a Purchase Order for which progress payments have been made will not be made until the project is totally completed (including punch list items), and the final application for payment is approved and signed by the ASC member. The vendor should strive to have a zero punch list policy. All bonds must be reconciled at the end of the project prior to the final invoicing to the member with no additional administrative costs when applicable.

The Vendor may not refuse to perform any project requested by an ASC member unless such project is unlawful or they are unqualified to perform the project as it relates to their award. In those cases they should consult with ASC and the member about possible options.

The ASC member reserves the right to reject a Proposal or cancel a project for any reason. The ASC member also reserves the right not to issue a Purchase Order if in its best interest. The Vendor shall not recover any costs arising out of or related to the development of the Purchase Order, including but not limited to, the costs to review the Proposal Request or prepare a Proposal.

5 - CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this RFP and are part of the terms and conditions of each Purchase Order or proposal forms issued in connection with this RFP. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED DIRECTLY BELOW EACH OF THE RESPECTIVE TERMS AND CONDITIONS AND INCLUDED IN THE APPROPRIATE TAB AT THE END OF THIS DOCUMENT AS IT RELATES TO THE TABLE OF CONTENTS.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by ASC and eliminated from further consideration.

CONTRACT BETWEEN ESC R19 -ASC and

____ (“Vendor”)

For

Job Order Contracting & Facilities Construction Services – State of Texas -ESC Region 19 Allied States Cooperative

This Contract is entered into between ASC and Vendor, having submitted a proposal in response to **RFP #17-7261** issued by ASC and whose proposal has been accepted and awarded by ASC. In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASC and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Contract, agree as follows:

An administrative fee to be paid by the vendor under this contract shall be **two (2) percent** except if noted otherwise in the RFP.

This contract is comprised of the following documents:

- 1) Contract with general terms and conditions
- 2) RFP in its entirety
- 3) Vendor’s Proposal (Qualifications and Sealed Pricing)
- 4) Any additional points negotiated prior to award and/or signed amendments

Vendor agrees and understands that this RFP and Contract may be used to accomplish work for ASC and ASC members. See TEX. GOV’T. CODE § 2267.407.

a. **Contract Terms; Amendment**

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor’s Purchase Order, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the ASC member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by ASC and, if necessary, the ASC member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the ASC Purchasing Director or his designee.

b. **Term of Contract; Renewal of Contract**

The initial term of this Contract is for a period of one (1) year, with ASC having the option to renew the Contract for four (4) additional one (1) year renewals, at ASC’s sole discretion, unless otherwise specified in the **Scope of Proposal**. See TEX. GOV’T. CODE § 2267.409. Consequently, the total term of the Contract may be for a period of **five (5) years**. The phrase “Term” in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

c. **Termination of Contract**

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual consent of ASC and Vendor. In the event of a breach or default of the Contract and/or the RFP by Vendor, ASC reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to

be in the best interest of ASC and/or ASC members. ASC further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a Purchase Order or Job Order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract and/or the RFP. ASC also reserves the right to terminate the Contract immediately, with written notice to Vendor, if ASC believes, in its sole discretion that it is in the best interest of ASC and/or ASC members to do so.

Vendor agrees that ASC shall not be liable for damages in the event that ASC declares Vendor to be in default or breach of this Contract and/or the RFP. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

d. Buy America Act; Prevailing Wage Rates

ASC and ASC members have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act. Vendor agrees to comply with Buy America Act and American Recovery & Reinvestment Act of 2009 regarding any federally funded purchases when possible.

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, TEX. GOV'T. CODE Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the DAVIS-BACON ACT. In the event TEX. GOV'T. CODE Chapter 2258 applies to a product or service provided by Vendor to ASC or an ASC member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by ASC or the ASC member.

Change Orders

Pursuant to TEX. EDUC. CODE § 44.0411(a), for ASC and ASC members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a purchase order or job has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the ASC member may approve change orders making the changes. The total Job Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. The ASC member may grant general authority to an administrative official to approve the change orders. A Job Order with an original contract price of \$1 million or more may not be increased under TEX. EDUC. CODE § 44.0411(a) by more than 25 percent. If change orders for a Job Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

e. Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330 / 29 CFR Part 5), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), Purchase Orders under this contract, AZ34-607 as revised will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to ASC and/or ASC members. Federal Agencies may incorporate by references the Federal Acquisition Regulations (FAR) sections that are appropriate to their project requirements. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Vendor and invoiced to the ASC member at cost as part of the Purchase Order, unless the permits are provided by the ASC member. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the ASC member's Purchase Order or Job Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. The states of individual ASC

members may have regulations and laws that govern payment retention and progress payments for public projects. Vendor is responsible for being acquainted with and complying with each state's requirements. When required or requested by ASC or an ASC member, Vendor shall furnish ASC and/or the ASC member with satisfactory proof of Vendor's compliance with this provision with a "certified payroll". It is the member's obligation to inform the contractor of this requirement and note it in the purchase order. Additionally, all vendors will complete a Felony Conviction/ Debarment Notice/ Clean Air & Water Act Notice provided by ASC at the time proposals are submitted for consideration of award.

f. Confidentiality

Vendor and ASC agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and ASC understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that ASC and numerous ASC members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability ASC and ASC members, their respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor, ASC, or an ASC member and determined by ASC or the ASC member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

g. Performance and Payment Bonds (IF APPLICABLE)

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order or Job Order, as applicable. TEX. GOV'T. CODE § 2267.411. Pursuant to TEX. GOV'T. CODE § 2253.021, a performance bond is required if a Job Order is in excess of \$100,000 for ASC members that are governmental entities subject to Chapter 2253; a payment bond is required if a Job Order is in excess of \$25,000 for ASC members that are governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Job Order is in excess of \$50,000 for ASC members that are governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the TEX. TRANSP. CODE.

h. Title and Risk of Loss

Whenever ASC or an ASC member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of ASC or the ASC member's acceptance of the product or payment of the applicable invoice.

i. Warranty Conditions

All product(s) and/or service(s) provided by the Vendor under this Contract must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of ASC's or the ASC member's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all products and/or services furnished under this Contract shall conform in all respects to the terms of this Contract, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the RFP, Purchase Order, and Job Order. In addition, Vendor warrants that products and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the Vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Contract, the RFP, Purchase Order, or Job Order.

j. Criminal History Review

Section 11.0 Attachment #6–SB 9 Contractor Certification: Contractor Employees and Attachment #7–SB 9 Contractor Certification: Subcontractor Form must be submitted with packet, if applicable.

Prior to commencing any work under the Contract, if Vendor contracts with ASC to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by TEX. EDUC. CODE Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with TEX. EDUC. CODE, Chapter 22 requirements from any subcontractors on the form provided

herein. Covered employees with disqualifying criminal history are prohibited from serving at ASC or at ASC school district members' locations; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies only if Vendor contracts with ASC to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

k. **Customer Support**

Vendor shall provide timely and accurate technical advice to ASC staff and ASC members. Vendor shall provide reasonable training to ASC staff and/or ASC members regarding products and/or services supplied under this contract by the Vendor, at no additional charge, if requested by ASC or an ASC member.

l. **ASC and/or ASC Members' Property**

In the event of loss, damage, or destruction of any property owned by or loaned by ASC or a ASC member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify ASC or the ASC member and pay to ASC or the ASC member the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of ASC's or the ASC member's determination of the amount due. If Vendor fails to make timely payment, ASC or the ASC member may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by ASC or the ASC member.

m. **Tax Exempt Status**

ASC and all ASC members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under TEXAS TAX CODE§ 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of ASC members in states other than Texas. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. ASC and ASC members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

n. **Other State Tax Requirements**

- i. Payment of Taxes by ASC Members Outside of Texas – ASC members outside of Texas will pay only the rate and/or amount of taxes identified in Vendor's proposal submitted in response to the RFP as appropriate to the specific ASC member.
- ii. State and Local Transaction Privilege Taxes – The ASC member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Vendor, as the seller, to remit. Failure to remit taxes from ASC and/or the ASC member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

o. **State of Texas Franchise Tax**

By submitting a proposal in response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

p. **Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, any persons employed by Vendor, and all subcontractors of Vendor. Vendor shall require all subcontractors to hold ASC and the ASC member harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

q. **IRS W-9**

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the ASC and ASC member.

r. **Assignment of Contract**

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of ASC. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of ASC and, if applicable, the ASC member.

s. **Notification of Material Change**

Vendor is required to notify ASC when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

t. **Performance**

Vendor agrees to use commercially reasonable best efforts to provide the product(s) and/or service(s) subject to this Contract. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order, or Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

u. **Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to ASC and ASC members for all acts and omissions of the subcontractors. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between ASC and any such subcontractor, nor shall it create any obligation on the part of ASC or ASC members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Contract.

v. **Non-Appropriation**

Renewal of this Contract, if any, will be in accordance with TEX. LOCAL GOV'T. CODE § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract or obligation imposed on ASC or any ASC member by this Contract, ASC and ASC members shall have the right to terminate this Contract, any Supplemental Contract, Purchase Order, or Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of ASC or any ASC member if it is determined by ASC or any ASC member, at their sole discretion, that there are insufficient funds to extend this Contract, any Supplemental Contract, any Purchase Order, or Job Order. The parties agree that this Contract, any Supplemental Contract, any Purchase Order, and Job Order are commitments of the current revenue of ASC and ASC members only.

5.25 Negotiations

ASC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that ASC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which ASC intends to base its negotiations. Offerors will be assisted, in any way, to bring their proposals up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. ASC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

5.26 Best and Final Offer

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

5.27 Ordering Procedures

Purchase Orders are issued by ASC and/or ASC members to the Vendor according to this Contract and any Supplemental Contract between ASC and the ASC member. ASC members must send Purchase Orders to ASC, unless otherwise stipulated by ASC. ASC may request confirmation of receipt of the Purchase Order from Vendor.

5.28 Invoices; Payments

5.28.1 Vendor shall submit invoices, in duplicate, directly to ASC or the ASC member at the appropriate location(s) specified by ASC or the ASC member. Each invoice shall include ASC's or the ASC member's Purchase Order number and ASC Contract Number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during ASC's or the ASC member's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of ASC's or the ASC member's receipt shall be made available upon request by ASC or the ASC member.

5.28.2 ASC or the ASC member will make payments directly to Vendor. ASC or the ASC member placing the Purchase Order or Job Order with Vendor shall alone be liable and/or responsible for payment for product(s) and/or service(s) ordered and must be invoiced directly by Vendor. Neither ASC nor any ASC member shall be liable for the indebtedness of any one ASC member.

5.28.3 TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by ASC and/or any ASC member whose governing body meets only once a month or less frequently, **within forty-five (45) days** after the later of the following: (1) the date ASC or the ASC member receives the products and services under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date ASC or the ASC member receives an invoice for the products or service. For ASC members whose governing bodies meet more than once a month or more often, payments are due by those ASC members **within thirty (30) days** after the later of the following: (1) the date the ASC member receives product(s) under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the ASC member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from ASC or the ASC member not later than the **tenth (10th) day** after the date the Vendor receives the payment from ASC or the ASC member.

The exceptions to payments made by ASC, an ASC member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

All awarded contractors shall be familiar with Arizona Revised Statutes 15-213.01 and 34-456 and shall adhere to these requirements under this contract and other state jurisdictions as appropriate.

5.29 Reporting

The Vendor shall provide ASC with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel format, in the format and with the information specified by ASC. Reports are due on the **fifteenth (15) day of the month**, after the close of the previous month and shall provide information regarding Purchase Orders and Job Orders during the previous month. Vendor is responsible for collecting and compiling all sales under this Contract from all ASC members and submitting **one (1)** consolidated monthly report. The monthly report shall include, at a minimum, the date of each Purchase Order with scheduled start and completion date, Purchase Order number, ASC member name, city/town, and Purchase Order total dollar amount. Reports shall be submitted in an electronic format to ASC at 6611 Boeing Drive, El Paso, Texas 79925-1010, or electronically mailed to **ASCaccounting@ESC19.net** with a return receipt request requirement.

5.30 Pricing Changes

No price changes will be allowed for the first year of this contract unless specific justification has been submitted regarding market changes and ESC Region 19 ASC will make the determination at its sole discretion whether or not increases would be approved. Any future price increase requests will be scrutinized based on various markets as they pertain to the services under this contract.

5.31 ASC Administrative Fee

The ASC Administrative Fee of **two (2) percent will be due on every purchase under this contract.** ASC desires to provide quality contractors with its program. The fee will be based on total sales made through this Contract. Vendor shall remit payment of the ASC Fee to ASC no later than **thirty (30) days** following the end of the month. Failure to pay the ASC Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in ASC suspending or terminating this Contract. Vendor shall honor and pay ASC the ASC Administrative Fee for any sales resulting from this Contract that occurred within **thirty (30) days** at the completion of on-going work. In the event that the vendors contract is expired or terminated, the vendor agrees to pay ASC's fee for any projects extending beyond that date as those P.O.s are completed within 30 days of close out.

Administrative Fee Note: Contractor must maintain a good audit record for compliance under the contract and reporting and promptly paying ASC administrative fees.

5.32 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to ASC and/or ASC members under this Contract. These records and accounts shall be retained by Vendor and made available for review by ASC and ASC members for a period of **not less than three (3) years** from the date of completion of the service(s), receipt of product(s), the date of the receipt by ASC or the ASC member of Vendor's final invoice or claim for payment in connection with this Contract, or the date ASC or the ASC member makes final payments and closes pending matters in connection with a federal grant, whichever is later. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

5.33 Right to Review, Audit and Inspect

ASC, ASC members, any federal agency that has awarded federal funds/grant(s) to ASC or an ASC member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records subject to audit/review shall include, but are not limited to, all Purchase Orders or Job Orders resulting from this Contract and records which may have a bearing on matters of interest to ASC and/or ASC member(s) in connection with the Vendor's work for ASC and/or ASC members, and shall be open to inspection and subject to audit/review and/or reproduction by ASC, ASC member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

5.33.1 Vendor's compliance with this Contract and the requirements of the RFP.

5.33.2 Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for ASC and/or ASC members.

5.33.3 Compliance with provisions for computing billings to ASC and/or to ASC members.

5.33.4 Any other matter related to this Contract.

5.34 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS ASC AND EACH ASC MEMBER, INCLUDING ASC'S AND ASC MEMBERS' TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY ASC OR THE ASC MEMBER.

5.35 Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving ASC must be brought exclusively in the state and federal courts located in El Paso, El Paso County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving ASC but involving an ASC member and Vendor shall be governed by the laws of the state of the ASC member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the ASC members.

5.36 Multiple Contract Awards; Non-Exclusivity

In accordance with TEX. GOV'T. CODE § 2267.406, ASC reserves the right to award multiple contracts under the RFP, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of ASC. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to ASC and/or ASC members. During the Term of this Contract, ASC and ASC members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor. Additionally, although multiple contracts may be awarded under the RFP, no ASC member may complete Delivery Orders between ASC JOC Vendors or other JOC contractors for delivery orders in violation of State law.

5.37 New Products

During the term of this contract, certain products may be eliminated by the manufacturer and substitute products will be considered on an individual basis by ESC Region 19 prior to any sales resulting from this contract. Additionally, new products may come to market that fit within the scope and specifications of the RFP, and those products will also be evaluated and considered on an individual basis.

5.38 Promotion of Contract Marketing Plan

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. ASC may only supply Vendor with ASC members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of ASC and Vendor's company, product, and/or services shall be at ASC's sole discretion. **Encouraging ASC members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract.** For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the ASC seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to ASC and obtain written approval before Vendor finalizes or publishes promotional material bearing the ASC or ASC name or seal. Vendor may not release any press release or other publication regarding this Contract or ASC unless and until ASC first approves the press release or publication in writing.

5.39 Website Support

Vendor agrees to cooperate with ASC in publicizing contract particulars on the ASC website. Vendor also agrees to work with ASC in updating and maintaining current information on Vendor activities related to the Contract on the ASC website. Vendor agrees to provide an electronic version of its logo for use on the ASC website upon request and provide other information as reasonably requested by ASC to help ensure that the ASC website is current and consistently updated.

5.40 Safety

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, those promulgated by ASC, ASC members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by ASC or ASC members. Vendor shall indemnify and hold ASC and/or the ASC member harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

5.41 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Contract. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on ASC and ASC members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on ASC and ASC members' property.

5.42 Supplemental Contracts

An ASC member and Vendor may enter into a separate, Supplemental Contract. Any Supplemental Contract developed as a result of this Contract and/or the RFP is exclusively between the ASC member and Vendor and shall have no effect or impact on ASC, any other ASC member, or this Contract. Any Supplemental Contract between Vendor and a ASC member is exclusively between that specific ASC member and Vendor and will be subject to immediate cancellation by the ASC member (without penalty to the ASC member) if, in the opinion of the ASC member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract.

5.43 Insurance

Vendor is required to provide ASC and/or the ASC member with copies of certificates of insurance, naming ASC and/or the ASC member as additional insured for Texas Workers Compensation and General Liability Insurance, **within 14 business days of contract award and prior to the commencement of any work under this Contract.** Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to ASC and/or the ASC member prior to commencement of any work under this Contract. The insurance company insuring Vendor shall be licensed in the State of Texas or the state in which the ASC member is located, and shall be acceptable to ASC and/or the ASC member. Vendor shall give ASC or the ASC member a **minimum of ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage as specified below. Vendor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and requirements shown below. If the ASC member has higher insurance requirements than those listed below, such may be added to the Purchase Order or Job Order. Such insurance is to be provided at the sole cost of the Vendor. These requirements do not establish limits of Vendor's liability.

Specialty insurance, such as "marine insurance", if required for a purchase order, may be listed as a line item and passed through to the member.

All policies of insurance shall waive all rights of subrogation against ASC, ASC members, and ASC and ASC members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to ASC and/or to ASC members.

ASC and the ASC member, as requested, shall be named as an "additional insured" on insurance policies.

ASC and the ASC member reserve the right to require additional insurance should ASC or the ASC member deem additional insurance necessary, in their sole discretion.

- Workers Compensation (with waiver of subrogation to ASC and the ASC member), Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
- Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee.
- Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage. \$1,000,000 each occurrence Limit Bodily Injury and Property Damage combined. \$1,000,000 Products-Completed Operations Aggregate Limit \$1,000,000 per Job Aggregate. \$1,000,000 Personal and Advertising Injury Limit.
- Automobile Liability Coverage: \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

5.44 Participation in ASC

Vendor acknowledges and agrees that continued participation in the ASC cooperative purchasing program is subject to ASC's sole discretion and that Vendor may be removed from the ASC program at any time, with or without cause, in ASC's sole discretion. All work resulting from this Contract must cease immediately after completion of the final accepted Purchase Order. Nothing in this Contract or in any other communication between

ASC and Vendor may be construed as a guarantee that ASC or ASC members will submit any Purchase Order to Vendor at any time.

5.45 No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of ASC and ASC members, is an independent contractor, and is not an employee, agent, joint venture, or partner of ASC or any ASC member. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between ASC and Vendor, any ASC member and Vendor, ASC and any of Vendor's agents, or any ASC member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of ASC or any ASC member, and ASC and ASC members have no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that ASC and ASC members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

5.46 Equal Opportunity

It is the policy of ASC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

5.47 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; lightning; 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.

5.48 Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.49 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

5.50 Entire Agreement

The Contract, the RFP, Vendor's proposal submitted in response to the RFP, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the RFP or Vendor's proposal submitted in response to the RFP, this Contract shall control. In the event of a conflict between the RFP and Vendor's proposal submitted in response to the RFP, the RFP shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the ASC member may be established to further detail the terms and conditions of the ASC member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to ASC, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the ASC member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise. This supplemental contract may be added to the ASC member's purchase order as an addendum.

5.51 Interpretation (NOT APPLICABLE FOR THIS SOLICITATION)**5.52 Notice**

Any notice provided under the terms of this Contract by the parties to any other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this Contract. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

6 - PRICING

Electronic Price Lists

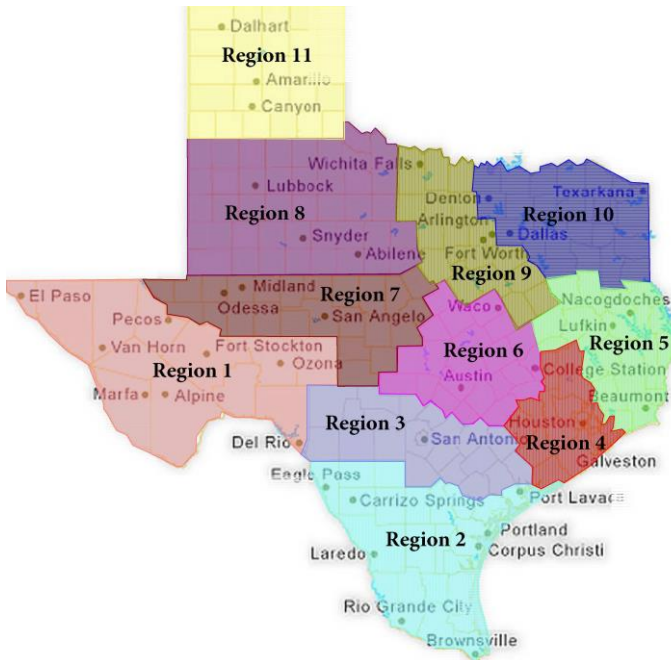
- Respondents must submit products, specifications for products to be used in this contract whether purchased or installation services, warranties, etc. in price list. If catalogs are available electronically, those are acceptable, however vendors must complete all parts of this proposal for award consideration. Prices listed will be used to establish the extent of a vendor's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Respondents **must submit coefficient(s)** for the Texas Regions where the Vendor proposes to perform JOC and Facility Construction Services for Regular Working Hours and Non-Regular Working Hours per the 4BT OpenJOC™ UPB regional databases for pricing a job utilizing the 4BT OpenJOC™ UPB, where appropriate. **Region 1 (El Paso) must be bid to be considered for award. All other regions are optional.**
- The proposer must provide a detailed pricing of all goods and/or services required to successfully execute this contract.

Electronic price lists must contain the following (if applicable):

Media submitted must include manufacturer part number, vendor part number (if different from manufacturer part number) description, manufacturers suggested list price and net price media can be CD, DVD, flash drive along with discount from MSRP to the member when equipment/parts are required and purchased.

4BT OpenJOC™

Provide coefficients for the Region(s) that you would like to be awarded.



Texas Regions	Regular Working Hours	Non-Regular Working Hours
Region 1 El Paso, TX		
Region 2 Corpus Christi, TX		
Region 3 San Antonio, TX		
Region 4 Houston, TX		
Region 5 Beaumont, TX		
Region 6 Austin, TX		
Region 7 Midland, TX		
Region 8 Lubbock, TX		
Region 9 Fort Worth, TX		
Region 10 Dallas, TX		
Region 11 Amarillo, TX		
Non Prepriced		N/A

7 - EVALUATION AND AWARD OF PROPOSALS

Award of Contract

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined after evaluation by ASC to be the best value to ASC and to ASC members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

Competitive Range

It may be necessary for ASC to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

Deviations and Exceptions to Requirements

Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified.

Clarification and/or Discussions

ASC may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between ASC and Vendor can also take place after the initial receipt of proposals. ASC reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. ASC will not assist the Vendor in the revision or modification of its proposal, nor will ASC assist the Vendor in bringing its proposal to the same level of other proposals received by ASC.

Questions related to the RFP can be submitted electronically to the email address provided no later than five (5) business days prior to the submittal deadline date. All submitted questions and answers will be listed on the ASC website. Questions will not be answered verbally or by phone.

No Guarantee of Quantities

ASC makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. ASC makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.

Minority and Women's Business Enterprise (MWBE), Historically Under-utilized Business (HUB) and Small Business Enterprise (SBE) Participation

ASC encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Some ASC members have specific goals for subcontracting requirements and will require that a plan be attached to meet their goals. The Vendor shall also indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

Formation of Contract (Execution of Offer)

A response to this RFP is an offer to contract with ASC based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is awarded by the ASC Board of Directors or signed by their designee (ASC's Director). The Vendor must submit the signed Signature Form, thus eliminating the need for the formal signing of a separate contract.

Non-Exclusive Contract

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and Contract that it is for the sole convenience of ASC and ASC members. ASC and ASC members are free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at ASC's or ASC members' sole discretion.

Disqualification

A Vendor may be disqualified before or after the proposals are opened upon evidence of collusion with the intent to defraud or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

Environmental Initiatives

ASC is committed to reducing waste and promoting energy conservation. Toward that end, Vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

Interpretation

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

No Return of Proposals

Once submitted, ASC will not return proposals to Vendor.

Non-Collusion Statement

Vendors are required to certify a **Non-Collusion Statement**. (See Section 11.0 Attachments) Vendors are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from proposing, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the proposed price or of any other vendor, or to fix any overhead, profit or cost element of said proposed price, or of that of any other vendor, or to secure any advantage against ASC or any person interested in the proposed contract, and that all statements in said proposal are true.

Open Records Policy

ASC is a governmental body subject to the Texas Public Information Act. Proposals submitted to ASC as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the Vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. ASC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

Preferences

ASC may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor and may not be applicable in procurements and/or contracts involving federal funds. *See* TEXAS GOV'T. CODE §2252.001-.004.

Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

Responsive Proposal

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP.

Similar Products

Whenever product(s) is(are) referred by ASC in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product(s) shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

Evaluation of Proposals

A committee of ASC employees will review and evaluate proposals and make a recommendation to the ASC Board of Directors as an affirmation item at scheduled board meetings. ASC will base a recommendation for contract award on the various factors.

8 - VENDOR QUESTIONNAIRE / COMPANY PROFILE

1. **Minority and Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB) and Small Business Enterprise (SBE)**
 ASC encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. Vendor is responsible for pre-qualifying any subcontractors offered as HUB, MWBE and SBE participants. Some ASC members have specific goals for use of HUBs, including subcontracting requirements, and will require that a plan be submitted to meet their goals. See TEX. GOV'T. CODE, Chapter 2161.

If a Vendor is certified as a MWBE, HUB, and/or SBE, the Vendor must provide a copy of W/MBE, HUB, and/or SBE certification letter(s).

Minority/Women's Business Enterprise – MWBE

[Required by some ASC members]

Vendor certifies that its firm is a MWBE

☐ Yes ☐ No

If Yes, Vendor is certified by: _____

Percentage of Vendor's business with WMBE vendor(s): _____ %

Historically Underutilized Businesses – HUB [Required by some ASC members]

Vendor certifies that its firm is a HUB

☐ Yes ☐ No

If Yes, Vendor is certified by: _____

Percentage of Vendor's business with HUB vendor(s): _____ %

Small Business Enterprise – SBE [Required by some ASC members]

Vendor certifies that its firm is a SBE

☐ Yes ☐ No

If Yes, Vendor is certified by: _____

Percentage of Vendor's business with SBE vendor(s): _____ %

2. **Certification of Residency**

To comply with the non-resident vendor laws detailed in TEX. GOV'T. CODE Chapter 2252, ASC must determine the residency of its vendors. ASC may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. See TEX. GOV'T. CODE § 2252.003. This requirement does not apply to a contract involving federal funds.

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a resident. See TEX. GOV'T. CODE § 2252.001.

Vendor is a resident bidder.

☐ Yes ☐ No

City and state of Vendor's principal place of business: _____

3. **Felony Conviction Notice**

Tex. Educ. Code § 44.034, *Notification of Criminal History of Contractors*, provides:

- (a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
- (b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.
- (c) This section does not apply to a publicly held corporation."

I, the undersigned agent for the Vendor named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name: (Print) _____

The Vendor:

- ☐ Is a publicly held corporation; this reporting requirement is not applicable.
☐ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.
 Provide names of individuals and a detailed explanation of the convictions.

Names of felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

4.

Processing Information

Vendor's billing address where the invoice for the administrative fee will be sent:

Contact Person: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____

Contact person responsible for processing and confirming all Purchase Orders:

Contact Person: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____

Contact person responsible for sales and marketing:

Contact Person: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____

5.

Pricing/Payment Information

a. In addition to the typical unit pricing furnished herein, Vendor agrees to offer all future product introductions at prices that are proportionate to the contract price(s). ☐ Yes ☐ No

If answer is "No," attach a statement detailing how pricing for ASC members would be calculated.

b. Pricing submitted includes the required ASC administrative fee ☐ Yes ☐ No

c. Vendor agrees to remit to ASC the required administrative fee ☐ Yes ☐ No

d. Additional discounts for purchase of a guaranteed quantity ☐ Yes ☐ No

e. Pricing submitted includes all transportation charges (FOB Destination) ☐ Yes ☐ No
 * separate/additional transportation charges will not be paid by ASC or ASC members

f. Vendor will accept all forms of Purchase Orders. ☐ Yes ☐ No

g. Does Vendor require ASC members to provide Tax Exempt Forms for each Purchase Order? ☐ Yes ☐ No

h. Capable of handling Electronic Funds Transfer (EFT) payment(s) ☐ Yes ☐ No
 If yes, detail which EFT formats (CTX, CPT, etc.) Vendor supports:

i. Does Vendor require credit requirements of ASC and/or The ASC member prior to acceptance of a Purchase Order? ☐ Yes ☐ No
 If yes, describe the credit requirements: _____

j. Does Vendor have licenses for all states checked by Vendor in **States Covered**, below? ☐ Yes ☐ No

If No, for which state(s) does Vendor not have required licenses and why? _____

k. Will Vendor honor pricing and product(s)/service(s) for this RFP for ASC members located in all states detailed in **States Covered**, below? ☐ Yes ☐ No

l. Are there service area(s)/state(s) that Vendor cannot or will not provide products/services? ☐ Yes ☐ No

If yes, specify service area(s)/states: _____

6. **Distribution Channel**

Which best describes Vendor's position in the distribution channel:

- ☐ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other: _____

7. **States Covered**

Vendor's product(s) and/or service(s) are or can be offered in the following states: Only Texas & New Mexico

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> All States | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |

- | | | |
|--|--|--|
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Kansas | | |
|
 | | |
| <input type="checkbox"/> All U.S. Territories | <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Fed. States of Micronesia | <input type="checkbox"/> Northern Marina Islands | |

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with ASC and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes.

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

8. Cooperatives

List any other cooperative contracts currently held by Vendor.

COOPERATIVE	DISCOUNT OFFERED	EXPIRATION DATE
<input type="checkbox"/> Other (Specify):		
<input type="checkbox"/> None		

1. Company Profile

- Provide official registered name.
- Provide a brief history of Vendor's company that can be used for marketing on ASC's website.
- Provide organization chart.
- Provide corporate office location and the location(s) of sales and service offices in the state(s) relevant to this RFP. Include name of key contact at each location along with résumé.
- Provide a description of Vendor's relevant market and Vendor's position within it.

- f) Vendor agrees to provide ASC with the following financial information if requested by ASC at any point during the procurement process, including before or after contract award:
 - If public, the Vendor's income statement, balance sheet, and cash flow for the past three (3) years;
 - If private, the Vendor's audited financial statements for the past two years (if available).
- g) Provide Vendor's company logo in ".eps" file format to be used on the ASC's website

2. **Administrative**

- a) Indicate who will provide the administrative support services, including the person(s) title, phone number(s), fax number(s), e-mail(s) and résumé(s).
- b) Provide company's Dun & Bradstreet (D&B) number and tax identification number.
- c) Define Vendor's standard terms of payment.
- d) If Vendor is a certified WMBE Vendor, indicate what percentage of Vendor's business is with WMBE suppliers.

3. **Accounting**

- a) Describe how Vendor will invoice the ASC member. Include a process map.
- b) Discuss the invoicing options Vendor offers and the payment terms for each.

1 **Quality Assistance/Quality Control (QA/QC) Program**

Vendors shall submit a QA/QC plan, and, if required or necessary, Vendor(s) shall submit an updated QA/QC plan within **14 calendar days** of award and prior to commencement of any work. This plan shall:

- a) Detail the day-to-day surveillance of work, provide documentation of deficiencies and corrective actions, note subcontractor compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and ASC member's staff.
- b) Describe the Vendor's customer service department, including hours of operation, number of service centers, etc. Describe the involvement and amount of input of staff level employees in Vendor's quality training incentive and safety programs. Describe Vendor's procedures to monitor the quality of its customer service and products.
- c) Describe Vendor's product support and service procedure. Detail the estimated timeframe from an ASC member's request to when a product or service is provided and completed, taking into account the requirements detailed in **Contract Terms and Conditions**. Provide evidence of the Vendor's ability to shorten the timeframe between receiving a service call to problem solution.
- d) ASC is committed to reducing waste and promoting energy conservation. To that end, Vendors are encouraged to provide their environmental policy and green initiative.

5. **Marketing**

Vendor shall provide to ASC a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states vendor has stated work can be performed in. Vendor shall demonstrate how this Contract will be used as a primary contract offering to ASC members. If required or necessary, Vendor must submit a revised marketing plan within 14 days of contract award for the awarded region and explain in more detail how its marketing program will integrate with ASC, how Vendor's services will be marketed to ASC members, how marketing will work with ASC member feedback, networking within the region, and endeavoring to educate potential ASC members. The marketing plan should explain how marketing will interface with the Vendor's management team and ASC members. The marketing program is vital. Vendor must show the ability to develop, implement, maintain, and commit to the proposed marketing plan and the ability to improve on it over time. It should include the following key points:

- a) Describe the Vendor's quotation/proposal process.
- b) Vendor's marketing manager, experience in marketing to ASC members on a regional basis, whether the marketing manager is a full-time position, and whether the marketing manager is committed to marketing this Contract.
- c) Detail whether the marketing plan will be managed at the Vendor's local project office or corporate office and whether there is a stated corporate commitment.
- d) Detail Vendor's resources committed to the marketing plan, handouts, brochures, conferences to attend, and Vendor's proposed marketing budget.
- e) Provide a sample of any advertising used by Vendor.
- f) What is your market share?
- g) Are you gaining market share, losing market share, or maintaining market share?
- h) What is your strategy to increase market share?

6. Vendor's Operations, including Vendor's Project General Manager (PGM) and Key Staff

Vendor must detail the qualifications of its PGM(s) in its proposal. Vendors must include the following information:

- a) Describe the scope of sales/field support Vendor would make available to ASC members.
- b) Indicate and detail the Vendor's ability to provide onsite project management and the state(s) in which such can be provided résumé(s) of key staff members.
- c) Four client references (preferably schools and other governmental entities) and/ or subcontractors for each.
- d) Experience with school districts and other governmental entities. Résumés for the other team members and information detailing each team member's tenure with Vendor.
- e) Marketing manager's résumé and information detailing experience in marketing and with ASC members and governmental entities and previous success(s).
- f) Business manager's résumé and information detailing experience and multi-tasking skills required for Environmental Energy Solutions.
- g) Quality Assurance/Quality Control Manager's résumé and information detailing how the manager will implement the program over a broad geographic area.
- h) Safety/Environmental company policy/plans.

7. Technical Resources

- a) Describe what technical resources Vendor will provide to support members.

8. Training

- a) Describe how Vendor will interact with ASC. Include a flowchart.
- b) Describe Vendor's training program for the ASC contract with your staff and a proposed schedule of topics and include any proposed training literature or materials.
- c) Indicate who will be providing technical assistance, including their title, telephone number, fax number, and e-mail address. Include résumé.
- d) Describe the scope of training opportunities Vendor will make available to ASC and/or ASC members, as needed.

9. Value Add Services Description

Include any additional information you think ASC should have when making their decision to select awarded Vendors. What valued added options does Vendor offer that are not defined or addressed in this format? If they are best described in the line item format, please add to designated area at the end of the line item list.

- 10. Vendor shall notify ASC in advance of any substitution, removal, or replacement of the Vendor's key personnel. ASC reserves the right to refuse proposed replacement personnel with fewer qualifications than the incumbents. ASC reserves the right to request the removal of Vendor's staff members, if in ASC's sole judgment, it is deemed to be in the best interest of ASC and ASC members.

9- SPECIAL CONDITIONS, PRICING , AND SERVICES PROVIDED

-This contract is not assignable to another company without authorization by ESC Region 19 and completion of assignment documents.

-ESC Region 19 reserves the right to negotiate.

-This contract will be for use by ESC Region 19 Purchasing Cooperative members.

-Vendor insurance requirements in this contract will be requested on an individual basis which depends on the aspects of the services offered and if insurance applies based on the services to be completed during this 5-year (60 month) contract.

-This contract award will be the document referred to and no other contracts will be initiated unless ESC Region 19 Purchasing has reviewed and approved.

-This contract will comply with the Federal EDGAR at all times.