



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Piggybacking Request Form

(Use for purchase(s) over \$15,000, when piggybacking off other contracts)

2017 MAR -6 PM 4:11

CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

Date: February 21, 2017

Department/Office: Public Utilities

Division/Area: Engineering and Construction Services Division

Contact Person: Clece Aurelus, P.E.

Title: Engineering Support Services Manager

Phone: 954-921-3930

Email: caurelus@hollywoodfl.org

1. Requested Vendor: Murphy Pipeline Contractors, Inc. Vendor Number: TBD

Address: 1876 Everlee Road
Jacksonville, FL 32216

Contact Person: Alan Ambler

Title: Director of Engineering

Phone: 954-764-6887 (Office)
407-446-4645 (Cell Phone)

Email: alana@murphypipelines.com

2. Contract title requesting to piggyback? Yes Trenchless Technology Rehab + Related Items

Awarding Agency: Allied State Cooperative (ESC-R19 contract)

Contract Expiration Date: December 31, 2017

Copy of Contract and Awarding Agency documentation is attached.

☒ Yes ☐ No

3. Product/Service being requested (be specific).
Pipeline installation services

4. Detailed description of the products/services function and purpose. The scope of the work being performed will be the replacement of 672 linear feet of 16" cast iron force main pipe bursting with a new 16" HDPE force main along South 14th Avenue and Funston St. to Wastington St. (City Project No. 17-7082).

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

5. Please explain what process the Department/Office took to verify and/or identify this contract.
Contract was submitted to Procurement Services for verification.

6. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product/service?

☐ Yes ☒ No

Please explain: _____

7. Total cost of the requested product/service. \$92,501.64

8. Total estimated annual (fiscal year) cost of requested product/service. _____

Account Number(s) 42.4000.86873.536.006301 - See attached email

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

10. Would this purchase(s) result in the potential of future purchases for related products/services being restricted to a particular vendor or create a specific vendor as sole source provider for related items?

☐ Yes ☒ No

If yes, please describe the related products/services and estimated cost(s.) _____

11. Would this purchase(s) result in any future maintenance costs which are not included in the initial purchase?

☐ Yes ☒ No

If yes, please attach a draft maintenance plan which includes cost estimates and funding source(s.) _____

12. Is this a grant related purchase? ☐ Yes ☒ No

If yes, please provide details (timeline, expiration dates, milestones, special procurement requirements, etc.) _____

Will this require matching funds? ☐ Yes ☒ No

What is the grant source? _____

What is the grant (dollar) amount? _____

13. Please complete an advanced search of the vendor recommended for award on the Federal Government's Systems for Award Management at www.sam.gov.

Date of Advanced Search: February 21, 2017

Procurement Service Division use only

Requisition # R _____
(As Applicable)

Purchase Order # P _____
(As Applicable)

Blanket Purchase Order # BPO _____
(As Applicable)

Company Name(s) Searched

Search Results

Murphy Pipeline Contractors, Inc.

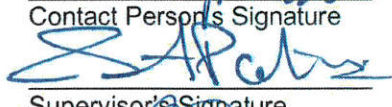
0

REQUESTING DEPARTMENT RECOMMENDATION

Note: By signing and returning this form, you are verifying and acknowledging that you have reviewed all portions (scope, terms, conditions, pricing, etc.) of the requested contract and recommend its approval based on the contract complying with the City of Hollywood's scope and pricing requirements and to the best of your knowledge the contract does not violate any applicable policy, statute, governing rule or regulation.


 Contact Person's Signature

 2-27-17
 Date

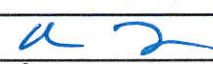


 Supervisor's Signature

 2/28/17
 Date


 Director's Signature

 3/2/17
 Date

APPROVAL (Procurement Service Division Use Only)

Verified By:		Date	3/7/17
Approved By:		Date	3/7/2017

Procurement Service Division use only
 Requisition # R _____
 (As Applicable)

 Purchase Order # P _____
 (As Applicable)

 Blanket Purchase Order # BPO _____
 (As Applicable)

(Revised 9/2013)

Robert Lowery

From: Clece Aurelus
Sent: Wednesday, March 08, 2017 9:43 AM
To: Robert Lowery; Denise Delaine
Cc: Jitendra Patel; Yvonne Jackson; Aisha Castleberry; Daniel Mainero; Santiago Echeverri
Subject: RE: Piggybacking Request Form - Murphy Pipeline Contractors

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Robert,
Here is the account number: 42.4000.86873.536.006301.

Regards,

Clece Aurélys, P.E.

Engineering Support Services Manager
City of Hollywood | Public Utilities | ECSD
954-921-3930 (O) | 954-921-3258 (F)

ECSD's Offices are open Monday – Thursday from 7:00 am to 6:00 pm and CLOSED on Fridays.

Right is right, even if everyone is against it, and wrong is wrong, even if everyone is for it. William Penn



FOLLOW US ON:   

From: Robert Lowery
Sent: Tuesday, March 07, 2017 6:10 PM
To: Denise Delaine
Cc: Jitendra Patel; Clece Aurelus; Yvonne Jackson; Aisha Castleberry; Daniel Mainero
Subject: RE: Piggybacking Request Form - Murphy Pipeline Contractors

Good Evening,

We are drafting the reso to take to Commission and need to know the GL account that this project will be charged to.

Thanks,

Rob Lowery, MPA, CPPB
Procurement Contracts Officer

Robert Lowery

From: Paul Bassar
Sent: Thursday, February 16, 2017 2:23 PM
To: Clece Aurelus; Robert Lowery
Cc: Jitendra Patel; Steve Joseph; Gus Zambrano; George Keller; Horace McLarty
Subject: RE: City of Hollywood 16" Cast Iron Pipe Bursting Demonstration Project

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Clece—we'll proceed with issuing a piggy-back contract.

NOTE—Approved insurance by Risk must be provided to procurement prior to issuance of a contract.

From: Clece Aurelus
Sent: Tuesday, February 14, 2017 1:11 PM
To: Paul Bassar; Robert Lowery
Cc: Jitendra Patel; Steve Joseph; Gus Zambrano; George Keller; Horace McLarty
Subject: RE: City of Hollywood 16" Cast Iron Pipe Bursting Demonstration Project

Paul,
Attached is a renewal letter and insurance their insurance certificate. I will request a COLI with the City has additionally insured once a contract is awarded. Their past performance is acceptable. Please advise on the next step to move this project forward.

Regards,

Clece Auréus, P.E.

Engineering Support Services Manager
City of Hollywood | Public Utilities | ECSD
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FOLLOW US ON:   

From: Paul Bassar
Sent: Tuesday, February 14, 2017 9:38 AM
To: Clece Aurelus; Robert Lowery

Cc: Jitendra Patel; Steve Joseph; Gus Zambrano; George Keller
Subject: RE: City of Hollywood 16" Cast Iron Pipe Bursting Demonstration Project

Clece—first off my sincere apologies for taking way too long to address your question—this was totally an oversight on my part.

Here's my overview—YES we can use this contract as a Piggy-Back. This contract was awarded through a competitive process, the pricing is the same as provided with their proposal, and the overall terms and conditions are relevant to our needs.

A few pending issues to confirm—

- Will the vendor meet our Insurance requirement set forth by Risk?
- When is the expiration date of the contract—I'm seeing 12/31/2016?
- Have we verified any of their past performance?

Pending if all the information is good-to-go, here's the only obstacle that I may see as a problem. How will the Commission respond if we are using an El Paso Contract for these services without vetting to see if there are any South Florida Companies who can provide this type of work (the services does not seem to be that specialized that we must use an El Paso Contract—Replacement of 672 Linear Feet of "16 Cast Iron Main Pipe). I'm 100% for Piggy-backing providing they can do the work but I think there's a culture shift with the Commission on promoting business opportunities with local vendors—not just Hollywood but South Florida in general.

Thoughts?

From: Clece Aurelus
Sent: Monday, February 13, 2017 8:02 AM
To: Paul Bassar; Robert Lowery
Cc: Jitendra Patel
Subject: FW: City of Hollywood 16" Cast Iron Pipe Bursting Demonstration Project

????

Regards,




Clece Aurelus, P.E.

Engineering Support Services Manager
City of Hollywood | Public Utilities | ECSD
954-921-3930 (O) | 954-921-3258 (F)

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FOLLOW US ON:   



Southern U.S.
3507 Southside Blvd
Jacksonville, FL 32216
Phone: 904-764-6887
Fax: 904-764-5886

October 25, 2016

Jitendra Patel
Assistant Director/ Engineer and Construction Services
City of Hollywood Public Utilities
1621 N 14th Ave
P.O. Box 229045
Hollywood, FL 33022-9045

RE: Scope for Replacement of 672 Linear Feet of 16" Cast Iron Force Main Pipe
Bursting Project with with a new 16" HDPE force main along South 14th Avenue
from Fulston to Washington

Dear Jitu:

Please accept this quotation to perform the above referenced project. This project is intended to be performed utilizing the piggyback contractual mechanism utilizing a competitively bid contract between Murphy Pipeline and Allied States referred to as the ESC-R19 contract. The ESC-R19 contract is a competitively bid trenchless technology contract. The exact line items and corresponding unit prices provided in the contract were utilized to develop this scope and the total anticipated cost to perform the rehabilitation work is \$92,501.64.

The specific line items to be utilized for this scope proposal are summarized in the attached spreadsheet. The original contract and specific line items are also provided for convenience.

We look forward to working with you on this project.

Sincerely,

Alan Ambler, PE, LEED AP
Murphy Pipeline Contractors

with a new 16" HDPE force main along South 14th Avenue from Fulston to Washington

Line Item	Description	QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price	QTY	Total Price
68	Mobilization	1	Day	\$200.00	\$200.00	0.94	\$ 188.00	10	\$ 1,880.00
69	Pre-Construction Video	1	LF	\$4.00	\$4.00	0.94	\$ 3.76	672	\$ 2,526.72
71	MOT								
	a) Signage	1	Day	\$250.00	\$250.00	0.94	\$ 235.00	10	\$ 2,350.00
72	Excavation/Backfill								
	b) 4-6 feet deep	1	Cuft	\$3.00	\$3.00	0.94	\$ 2.82	875	\$ 2,467.50
74	Surface Restoration								
	a) Sod	1	SF	\$2.00	\$2.00	0.94	\$ 1.88	100	\$ 188.00
	e) 3-inch asphalt	1	SF	\$7.00	\$7.00	0.94	\$ 6.58	175	\$ 1,151.50
75	Material extras								
	a) Lime Rock	1	SY	\$50.00	\$50.00	0.94	\$ 47.00	10	\$ 470.00
	b) 57/Washed Stone	1	SY	\$50.00	\$50.00	0.94	\$ 47.00	10	\$ 470.00
Pipe Bursting with HDPE for Sewer Lines									
	HDPE DR 17								
81	16-inch diameter	1	LF	\$92.00	\$92.00	0.94	\$ 86.48	672	\$ 58,114.56
Manhole Connections									
89	16-inch	1	EA	\$400.00	\$400.00	0.94	\$ 376.00	1	\$ 376.00
Fittings									
107 (a)	14-inch	1	EA	\$1,200.00	\$1,200.00	0.94	\$1,128.00	4	\$ 4,512.00
Pressure Testing									
171	4-12 inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88	672	\$ 1,263.36
172	Charge Water	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94	1000	\$ 940.00
Labor									
270	Crew Chief	1	HR	\$40.00	\$40.00	0.94	\$ 37.60	80	\$ 3,008.00
271	Equipment Operator	1	HR	\$35.00	\$35.00	0.94	\$ 32.90	80	\$ 2,632.00
272	Pipelayer - Skilled	1	HR	\$30.00	\$30.00	0.94	\$ 28.20	160	\$ 4,512.00
274	Laborer - Unskilled	1	HR	\$25.00	\$25.00	0.94	\$ 23.50	240	\$ 5,640.00
								Project Total	\$ 92,501.64

APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
A) Cured-in-place pipe (CIPP) reconstruction of gravity sewers							
1	6" x 4.5mm	1	LF	\$40.50	\$40.50	0.94	\$ 38.07
2	8" x 4.5mm	1	LF	\$31.00	\$31.00	0.94	\$ 29.14
3	10" x 6.0mm	1	LF	\$41.50	\$41.50	0.94	\$ 39.01
4	12" x 6.0mm	1	LF	\$57.50	\$57.50	0.94	\$ 54.05
5	15" x 7.5mm	1	LF	\$66.00	\$66.00	0.94	\$ 62.04
6	18" x 9.0mm	1	LF	\$81.50	\$81.50	0.94	\$ 76.61
7	21" x 9.0mm	1	LF	\$109.50	\$109.50	0.94	\$ 102.93
8	24" x 10.5mm	1	LF	\$131.50	\$131.50	0.94	\$ 123.61
9	27"x 10.5mm	1	LF	\$155.00	\$155.00	0.94	\$ 145.70
10	30" x 12.0mm	1	LF	\$182.50	\$182.50	0.94	\$ 171.55
11	33" x 12.0mm	1	LF	\$204.00	\$204.00	0.94	\$ 191.76
12	36" x 12.0mm	1	LF	\$244.00	\$244.00	0.94	\$ 229.36
13	42" x 13.5mm	1	LF	\$285.00	\$285.00	0.94	\$ 267.90
14	48" x 15.0mm	1	LF	\$408.00	\$408.00	0.94	\$ 383.52
15	54" x 18.0mm	1	LF	\$538.00	\$538.00	0.94	\$ 505.72
16	6" & 8" Additional 1.5mm	1	LF	\$1.00	\$1.00	0.94	\$ 0.94
17	10" & 12" Additional 1.5mm	1	LF	\$2.00	\$2.00	0.94	\$ 1.88
18	15" & 18" Additional 1.5mm	1	LF	\$10.00	\$10.00	0.94	\$ 9.40
19	21" & 24" Additional 1.5mm	1	LF	\$15.00	\$15.00	0.94	\$ 14.10
20	27" Additional 1.5mm	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
21	30" Additional 1.5mm	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
22	33" Additional 1.5mm	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
23	36" Additional 1.5mm	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
24	42" Additional 1.5mm	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
25	48" Additional 1.5mm	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
26	54" Additional 1.5mm	1	LF	\$60.00	\$60.00	0.94	\$ 56.40
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$10.00	\$10.00	0.94	\$ 9.40
29	Timber Matting for Large Diameter Setup	1	SY	\$20.00	\$20.00	0.94	\$ 18.80
30	Internal Reconnection of service connection by robotic cutter	1	EA	\$235.00	\$235.00	0.94	\$ 220.90
Note: Any CIPP over 54" will be on an individual quote basis.							
Clean/TV & Evaluation for Gravity Sewers							
31	6" - 12" Clean & TV sewer	1	LF	\$5.50	\$5.50	0.94	\$ 5.17
32	15" - 21" Clean & TV sewer	1	LF	\$11.00	\$11.00	0.94	\$ 10.34
33	24" - 33" Clean & TV sewer	1	LF	\$19.50	\$19.50	0.94	\$ 18.33
34	36" & 42" Clean & TV sewer	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
35	48" & 54" Clean & TV sewer	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
36	6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
37	18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
38	30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$5.50	\$5.50	0.94	\$ 5.17
39	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$150.00	\$150.00	0.94	\$ 141.00
40	Root Removal	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
41	Grease Removal	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
42	Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,350.00	\$1,350.00	0.94	\$ 1,269.00
43	Above Ground Physical Inspection	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
Bypass for gravity sewers and associated items							
44	Set Up 4" Pump (Per Pump)	1	EA	\$450.00	\$450.00	0.94	\$ 423.00
45	Set Up 6" Pump (Per Pump)	1	EA	\$1,050.00	\$1,050.00	0.94	\$ 987.00
46	Set Up 8" Pump (Per Pump)	1	EA	\$1,500.00	\$1,500.00	0.94	\$ 1,410.00
47	Set Up 12" Pump (Per Pump)	1	EA	\$2,650.00	\$2,650.00	0.94	\$ 2,491.00
48	Set Up 4" Piping	1	LF	\$37.50	\$37.50	0.94	\$ 35.25
49	Set Up 6" Piping	1	LF	\$46.50	\$46.50	0.94	\$ 43.71
50	Set Up 8" Piping	1	LF	\$80.00	\$80.00	0.94	\$ 75.20
51	Set up 12" Piping	1	LF	\$110.00	\$110.00	0.94	\$ 103.40
52	Set up 18" Piping	1	LF	\$135.00	\$135.00	0.94	\$ 126.90
53	Operate 4" Pumping System	1	DAY	\$94.00	\$94.00	0.94	\$ 88.36
APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
54	Operate 6" Pumping System	1	DAY	\$710.00	\$710.00	0.94	\$ 667.40
55	Operate 8" Pumping System	1	DAY	\$1,135.00	\$1,135.00	0.94	\$ 1,066.90

56	Operate 12" Pumping System	1	DAY	\$1,825.00	\$1,825.00	0.94	\$ 1,715.50
57	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$460.00	\$460.00	0.94	\$ 432.40
58	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$460.00	\$460.00	0.94	\$ 432.40
59	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$67.50	\$67.50	0.94	\$ 63.45
60	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$90.00	\$90.00	0.94	\$ 84.60
61	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$112.50	\$112.50	0.94	\$ 105.75
62	Bypass Plan (3rd Party Certified)	1	EA	\$2,150.00	\$2,150.00	0.94	\$ 2,021.00
	Value Add: Aqua-Pipe CIPP reconstruction of water mains						
63	6" diameter liner	1	LF	\$80.00	\$80.00	0.94	\$ 75.20
64	8" diameter liner	1	LF	\$91.00	\$91.00	0.94	\$ 85.54
65	10" diameter liner	1	LF	\$110.00	\$110.00	0.94	\$ 103.40
66	12" diameter liner	1	LF	\$120.00	\$120.00	0.94	\$ 112.80
67	Re-opening of service connections internally	1	EA	\$350.00	\$350.00	0.94	\$ 329.00
	Note: For any required temporary bypass of water service refer to items 86 and 87.						
	The following items apply as applicable to sections B thru K and as needed in section A items 1-67:						
68	Mobilization	1	Day	\$200.00	\$200.00	0.94	\$ 188.00
69	Pre-Construction Video	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
70	Erosion Control	1	LF	\$5.00	\$5.00	0.94	\$ 4.70
71	MOT						
	a) Signage	1	Day	\$250.00	\$250.00	0.94	\$ 235.00
	b) Flagmen	1	HR	\$45.00	\$45.00	0.94	\$ 42.30
72	Excavation/Backfill						
	a) 0-4 feet deep	1	Cu ft	\$2.00	\$2.00	0.94	\$ 1.88
	b) 4-6 feet deep	1	Cu ft	\$3.00	\$3.00	0.94	\$ 2.82
	c) 6-10 feet deep	1	Cu ft	\$4.00	\$4.00	0.94	\$ 3.76
73	Trench Shoring						
	a) 4-6 feet deep	1	F Trench	\$25.00	\$25.00	0.94	\$ 23.50
	b) 6-10 feet deep	1	LF Trench	\$35.00	\$35.00	0.94	\$ 32.90
74	Surface Restoration						
	a) Sod	1	SF	\$2.00	\$2.00	0.94	\$ 1.88
	b) 4-inch concrete	1	SF	\$8.50	\$8.50	0.94	\$ 7.99
	c) 6-inch concrete	1	SF	\$10.50	\$10.50	0.94	\$ 9.87
	d) 2-inch asphalt	1	SF	\$5.00	\$5.00	0.94	\$ 4.70
	e) 3-inch asphalt	1	SF	\$7.00	\$7.00	0.94	\$ 6.58
	f) Curb	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
75	Material extras						
	a) Lime Rock	1	SY	\$50.00	\$50.00	0.94	\$ 47.00
	b) 57/Washed Stone	1	SY	\$50.00	\$50.00	0.94	\$ 47.00
	c) Imported Sand	1	SY	\$40.00	\$40.00	0.94	\$ 37.60
	d) Gravel	1	SY	\$45.00	\$45.00	0.94	\$ 42.30
	B) Pipe Bursting with HDPE for Sewer Lines						
	HDPE DR 17						
76	6-inch diameter	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
77	8-inch diameter	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
78	10-inch diameter	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
79	12-inch diameter	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
80	14-inch diameter	1	LF	\$72.00	\$72.00	0.94	\$ 67.68
81	16-inch diameter	1	LF	\$92.00	\$92.00	0.94	\$ 86.48
82	18-inch diameter	1	LF	\$114.00	\$114.00	0.94	\$ 107.16
83	20-inch diameter	1	LF	\$137.00	\$137.00	0.94	\$ 128.78
	Manhole Connections						
84	6-inch	1	EA	\$150.00	\$150.00	0.94	\$ 141.00
	APPENDIX A						
	All pricing shall include overhead including the R19 fee and profit for each line item.						
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit
85	8-inch	1	EA	\$200.00	\$200.00	0.94	\$ 188.00
86	10-inch	1	EA	\$250.00	\$250.00	0.94	\$ 235.00
87	12-inch	1	EA	\$300.00	\$300.00	0.94	\$ 282.00
88	14-inch	1	EA	\$350.00	\$350.00	0.94	\$ 329.00
89	16-inch	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
90	18-inch	1	EA	\$450.00	\$450.00	0.94	\$ 423.00
91	20-inch	1	EA	\$500.00	\$500.00	0.94	\$ 470.00

	Sewer Later Connections						
92	4-inch connection						
	a) 0-4 feet deep	1	EA	\$950.00	\$950.00	0.94	\$ 893.00
	b) 4-6 feet deep	1	EA	\$1,500.00	\$1,500.00	0.94	\$ 1,410.00
	c) 6-10 feet deep	1	EA	\$2,500.00	\$2,500.00	0.94	\$ 2,350.00
93	6-inch connection						
	a) 0-4 feet deep	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00
	b) 4-6 feet deep	1	EA	\$1,900.00	\$1,900.00	0.94	\$ 1,786.00
	c) 6-10 feet deep	1	EA	\$2,900.00	\$2,900.00	0.94	\$ 2,726.00
	Clean-out Installation						
94	4-inch	1	EA	\$375.00	\$375.00	0.94	\$ 352.50
95	6-inch	1	EA	\$475.00	\$475.00	0.94	\$ 446.50
	Sewer Lateral Pipe Bursting						
96	4-inch	1	LF	\$31.00	\$31.00	0.94	\$ 29.14
97	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure							
	HDPE DR 11						
98	3-inch diameter	1	LF	\$27.00	\$27.00	0.94	\$ 25.38
99	4-inch diameter	1	LF	\$31.00	\$31.00	0.94	\$ 29.14
100	6-inch diameter	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
101	8-inch diameter	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
102	10-inch diameter	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
103	12-inch diameter	1	LF	\$55.00	\$55.00	0.94	\$ 51.70
103 (a)	14-inch diameter	1	LF	\$94.00	\$94.00	0.94	\$ 88.36
103 (b)	18-inch diameter	1	LF	\$135.00	\$135.00	0.94	\$ 126.90
	Note: Installation with HDPE, Fusible PVC/Ductile Iron available at market price						
	Fittings						
	a) Bends and sleeves, DI						
104	6-inch	1	EA	\$375.00	\$375.00	0.94	\$ 352.50
105	8-inch	1	EA	\$425.00	\$425.00	0.94	\$ 399.50
106	10-inch	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
107	12-inch	1	EA	\$800.00	\$800.00	0.94	\$ 752.00
107 (a)	14-inch	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00
107 (b)	18-inch	1	EA	\$1,750.00	\$1,750.00	0.94	\$ 1,645.00
	b) Tees, DI						
108	6x6x4	1	EA	\$425.00	\$425.00	0.94	\$ 399.50
109	6x6x6	1	EA	\$475.00	\$475.00	0.94	\$ 446.50
110	8x8x4	1	EA	\$575.00	\$575.00	0.94	\$ 540.50
111	8x8x6	1	EA	\$600.00	\$600.00	0.94	\$ 564.00
112	8x8x8	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
113	10x10x4	1	EA	\$625.00	\$625.00	0.94	\$ 587.50
114	10x10x6	1	EA	\$750.00	\$750.00	0.94	\$ 705.00
115	10x10x8	1	EA	\$825.00	\$825.00	0.94	\$ 775.50
116	10x10x10	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
117	12x12x6	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
118	12x12x8	1	EA	\$1,150.00	\$1,150.00	0.94	\$ 1,081.00
119	12x12x10	1	EA	\$1,200.00	\$1,200.00	0.94	\$ 1,128.00
120	12x12x12	1	EA	\$1,275.00	\$1,275.00	0.94	\$ 1,198.50
120 (a)	14x14x14	1	EA	\$1,600.00	\$1,600.00	0.94	\$ 1,504.00
120 (b)	18x18x18	1	EA	\$2,200.00	\$2,200.00	0.94	\$ 2,068.00
	Gate Valves						
121 (a)	4-inch	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
121 (b)	6-inch	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
122	8-inch	1	EA	\$1,375.00	\$1,375.00	0.94	\$ 1,292.50
APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
123	10-inch	1	EA	\$1,750.00	\$1,750.00	0.94	\$ 1,645.00
124	12-inch	1	EA	\$2,500.00	\$2,500.00	0.94	\$ 2,350.00
125	14-inch	1	EA	\$5,500.00	\$5,500.00	0.94	\$ 5,170.00
125 (a)	18-inch	1	EA	\$11,250.00	\$11,250.00	0.94	\$ 10,575.00
126	Fire Hydrants	1	EA	\$3,250.00	\$3,250.00	0.94	\$ 3,055.00

	Connection at Services						
	a) Up to 1" service, short side up to 5-feet						
127	6-inch main	1	EA	\$450.00	\$450.00	0.94	\$ 423.00
128	8-inch main	1	EA	\$475.00	\$475.00	0.94	\$ 446.50
129	10-inch main	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
130	12-inch main	1	EA	\$550.00	\$550.00	0.94	\$ 517.00
130 (a)	18-inch main	1	EA	\$850.00	\$850.00	0.94	\$ 799.00
	b) Up to 2" service, short side up to 5-feet						
131	6-inch main	1	EA	\$650.00	\$650.00	0.94	\$ 611.00
132	8-inch main	1	EA	\$675.00	\$675.00	0.94	\$ 634.50
133	10-inch main	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
134	12-inch main	1	EA	\$750.00	\$750.00	0.94	\$ 705.00
	c) Up to 1" service, long side up to 25-feet						
135	6-inch main	1	EA	\$850.00	\$850.00	0.94	\$ 799.00
136	8-inch main	1	EA	\$875.00	\$875.00	0.94	\$ 822.50
137	10-inch main	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
138	12-inch main	1	EA	\$950.00	\$950.00	0.94	\$ 893.00
138 (a)	18-inch main	1	EA	\$1,250.00	\$1,250.00	0.94	\$ 1,175.00
	d) Up to 2" service, long side up to 25-feet						
139	6-inch main	1	EA	\$1,050.00	\$1,050.00	0.94	\$ 987.00
140	8-inch main	1	EA	\$1,075.00	\$1,075.00	0.94	\$ 1,010.50
141	10-inch main	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
142	12-inch main	1	EA	\$1,150.00	\$1,150.00	0.94	\$ 1,081.00
	e) Additional service length						
143	Over 30-feet x 1"	1	LF	\$12.00	\$12.00	0.94	\$ 11.28
144	Over 30-feet x 2"	1	LF	\$15.00	\$15.00	0.94	\$ 14.10
	Note: Service pipe HDPE, Copper available at market price						
	Line Stops						
145	4-inch	1	EA	\$3,500.00	\$3,500.00	0.94	\$ 3,290.00
146	6-inch	1	EA	\$4,500.00	\$4,500.00	0.94	\$ 4,230.00
147	8-inch	1	EA	\$5,000.00	\$5,000.00	0.94	\$ 4,700.00
148	10-inch	1	EA	\$5,000.00	\$5,000.00	0.94	\$ 4,700.00
149	12-inch	1	EA	\$7,000.00	\$7,000.00	0.94	\$ 6,580.00
149 (a)	16-inch	1	EA	\$15,000.00	\$15,000.00	0.94	\$ 14,100.00
149 (b)	24-inch	1	EA	\$21,000.00	\$21,000.00	0.94	\$ 19,740.00
	Bypass for water main pipe bursting or CIPP lining						
150	2-inch temporary	1	LF	\$23.00	\$23.00	0.94	\$ 21.62
151	4-inch temporary	1	LF	\$26.00	\$26.00	0.94	\$ 24.44
152	6-inch temporary	1	LF	\$31.00	\$31.00	0.94	\$ 29.14
	Temporary service connections for water main bypass						
153	2-inch short side	1	EA	\$275.00	\$275.00	0.94	\$ 258.50
154	2-inch long side	1	EA	\$375.00	\$375.00	0.94	\$ 352.50
155	4-inch short side	1	EA	\$300.00	\$300.00	0.94	\$ 282.00
156	4-inch long side	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
157	6-inch short side	1	EA	\$325.00	\$325.00	0.94	\$ 305.50
158	6-inch long side	1	EA	\$425.00	\$425.00	0.94	\$ 399.50
	D) Polyethylene (PE) Sewer Pipe Sliplining						
	PE Pipe DR 22.5						
159	4-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
160	6-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
161	8-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
162	10-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
163	12-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
164	Annular Space - Grouting	1	CY	\$300.00	\$300.00	0.94	\$ 282.00
	APPENDIX A						
	All pricing shall include overhead including the R19 fee and profit for each line item.						
		<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Coefficient</u>	<u>Revised Unit Price</u>
165							
	E) Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines						
	Pipe String Fusion						
166	4-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
167	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
168	8-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60

169	10-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
170	12-inch	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
	Pressure Testing						
171	4-12 inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88
172	Charge Water	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94
	Chlorination						
173	4-inch	1	LF	\$1.00	\$1.00	0.94	\$ 0.94
174	6-inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41
175	8-inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88
176	10-inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
177	12-inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
178	BT Test	1	EA	\$250.00	\$250.00	0.94	\$ 235.00
	Flushing						
179	4-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47
180	Charge Water	1	K-Gals	\$0.50	\$0.50	0.94	\$ 0.47
	Dechlorination						
181	4-12 inch	1	K-Gals	\$1.00	\$1.00	0.94	\$ 0.94
APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>	<u>Coefficient</u>	<u>Revised Unit Price</u>
F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits							
	Swagelining						
	a) Camera						
182	0-10 inch	1	LF	\$1.00	\$1.00	0.94	\$ 0.94
183	10-24 inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41
184	25-36 inch	1	LF	\$2.00	\$2.00	0.94	\$ 1.88
185	37-48 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
186	Over 48 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
	b) Clean						
187	0-10 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
188	10-24 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
189	25-36 inch	1	LF	\$3.50	\$3.50	0.94	\$ 3.29
190	37-48 inch	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
191	Over 48 inch	1	LF	\$4.50	\$4.50	0.94	\$ 4.23
	c) Pigging	See item G) Pig Cleaning					
	d) Gauging						
192	0-10 inch	1	LF	\$5.00	\$5.00	0.94	\$ 4.70
193	10-24 inch	1	LF	\$8.00	\$8.00	0.94	\$ 7.52
194	25-36 inch	1	LF	\$11.00	\$11.00	0.94	\$ 10.34
195	37-48 inch	1	LF	\$14.00	\$14.00	0.94	\$ 13.16
196	Over 48 inch	1	Per-inch	\$1.00	\$1.00	0.94	\$ 0.94
197	e) Obstruction Removal	1	EA	\$600.00	\$600.00	0.94	\$ 564.00
	f) Pipe Liner Insertion						
	1) PE 4710 DR 41						
198	4-inch	1	LF	\$10.00	\$10.00	0.94	\$ 9.40
199	6-inch	1	LF	\$20.00	\$20.00	0.94	\$ 18.80
200	8-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
201	10-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
202	12-inch	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
203	16-inch	1	LF	\$75.00	\$75.00	0.94	\$ 70.50
204	18-inch	1	LF	\$95.00	\$95.00	0.94	\$ 89.30
205	20-inch	1	LF	\$130.00	\$130.00	0.94	\$ 122.20
206	24-inch	1	LF	\$180.00	\$180.00	0.94	\$ 169.20
207	30-inch	1	LF	\$240.00	\$240.00	0.94	\$ 225.60
208	36-inch	1	LF	\$280.00	\$280.00	0.94	\$ 263.20
209	42-inch	1	LF	\$340.00	\$340.00	0.94	\$ 319.60
210	48-inch	1	LF	\$400.00	\$400.00	0.94	\$ 376.00

	2) PE 4710 DR 32.5						
211	4-inch	1	LF	\$20.00	\$20.00	0.94	\$ 18.80
212	6-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
213	8-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
214	10-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
215	12-inch	1	LF	\$55.00	\$55.00	0.94	\$ 51.70
216	16-inch	1	LF	\$80.00	\$80.00	0.94	\$ 75.20
217	18-inch	1	LF	\$105.00	\$105.00	0.94	\$ 98.70
218	20-inch	1	LF	\$150.00	\$150.00	0.94	\$ 141.00
219	24-inch	1	LF	\$200.00	\$200.00	0.94	\$ 188.00
220	30-inch	1	LF	\$260.00	\$260.00	0.94	\$ 244.40
221	36-inch	1	LF	\$300.00	\$300.00	0.94	\$ 282.00
222	42-inch	1	LF	\$360.00	\$360.00	0.94	\$ 338.40
223	48-inch	1	LF	\$420.00	\$420.00	0.94	\$ 394.80
	3) PE 4710 DR 26						
APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
224	4-inch	1	LF	\$25.00	\$25.00	0.94	\$ 23.50
225	6-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
226	8-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
227	10-inch	1	LF	\$45.00	\$45.00	0.94	\$ 42.30
228	12-inch	1	LF	\$60.00	\$60.00	0.94	\$ 56.40
229	16-inch	1	LF	\$90.00	\$90.00	0.94	\$ 84.60
230	18-inch	1	LF	\$120.00	\$120.00	0.94	\$ 112.80
231	20-inch	1	LF	\$175.00	\$175.00	0.94	\$ 164.50
232	24-inch	1	LF	\$220.00	\$220.00	0.94	\$ 206.80
233	30-inch	1	LF	\$280.00	\$280.00	0.94	\$ 263.20
234	36-inch	1	LF	\$300.00	\$300.00	0.94	\$ 282.00
235	42-inch	1	LF	\$380.00	\$380.00	0.94	\$ 357.20
236	48-inch	1	LF	\$440.00	\$440.00	0.94	\$ 413.60
	4) PE 4710 DR 21						
237	4-inch	1	LF	\$30.00	\$30.00	0.94	\$ 28.20
238	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
239	8-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
240	10-inch	1	LF	\$50.00	\$50.00	0.94	\$ 47.00
241	12-inch	1	LF	\$65.00	\$65.00	0.94	\$ 61.10
242	16-inch	1	LF	\$100.00	\$100.00	0.94	\$ 94.00
243	18-inch	1	LF	\$130.00	\$130.00	0.94	\$ 122.20
244	20-inch	1	LF	\$190.00	\$190.00	0.94	\$ 178.60
245	24-inch	1	LF	\$240.00	\$240.00	0.94	\$ 225.60
246	30-inch	1	LF	\$310.00	\$310.00	0.94	\$ 291.40
247	36-inch	1	LF	\$330.00	\$330.00	0.94	\$ 310.20
248	42-inch	1	LF	\$400.00	\$400.00	0.94	\$ 376.00
249	48-inch	1	LF	\$460.00	\$460.00	0.94	\$ 432.40
G) Pig Cleaning							
	Foam Pig						
250	0-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47
251	13-24 inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41
252	25-36 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
253	37-48 inch	1	LF	\$3.50	\$3.50	0.94	\$ 3.29
254	Over 48 inch	1	LF	\$5.00	\$5.00	0.94	\$ 4.70
	Wire Bullet Pig						
255	0-12 inch	1	LF	\$3.00	\$3.00	0.94	\$ 2.82
256	13-24 inch	1	LF	\$4.00	\$4.00	0.94	\$ 3.76
257	25-36 inch	1	LF	\$6.00	\$6.00	0.94	\$ 5.64
258	37-48 inch	1	LF	\$9.00	\$9.00	0.94	\$ 8.46
259	Over 48 inch	1	LF	\$12.00	\$12.00	0.94	\$ 11.28
	Blade Scraper Pig						
260	0-12 inch	1	LF	\$0.50	\$0.50	0.94	\$ 0.47
261	13-24 inch	1	LF	\$1.50	\$1.50	0.94	\$ 1.41
262	25-36 inch	1	LF	\$2.50	\$2.50	0.94	\$ 2.35
263	37-48 inch	1	LF	\$3.50	\$3.50	0.94	\$ 3.29

264	Over 48 inch	1	LF	\$5.00	\$5.00	0.94	\$ 4.70
H) Time and Material Unit Rates for Change Orders							
	Materials, Subcontractors and Rentals						
265	Markup = 15%						
266	Sales Taxes = Per Jurisdiction						
	Labor						
267	Executive Supervisor	1	HR	\$85.00	\$85.00	0.94	\$ 79.90
268	Superintendent	1	HR	\$45.00	\$45.00	0.94	\$ 42.30
APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
269	Administrator	1	HR	\$25.00	\$25.00	0.94	\$ 23.50
270	Crew Chief	1	HR	\$40.00	\$40.00	0.94	\$ 37.60
271	Equipment Operator	1	HR	\$35.00	\$35.00	0.94	\$ 32.90
272	Pipelayer - Skilled	1	HR	\$30.00	\$30.00	0.94	\$ 28.20
273	Pipelayer - Helper	1	HR	\$28.00	\$28.00	0.94	\$ 26.32
274	Laborer - Unskilled	1	HR	\$25.00	\$25.00	0.94	\$ 23.50
I) Directional Drilling & Pipe Installation							
275	2-inch	1	LF	\$19.00	\$19.00	0.94	\$ 17.86
276	4-inch	1	LF	\$26.00	\$26.00	0.94	\$ 24.44
277	6-inch	1	LF	\$35.00	\$35.00	0.94	\$ 32.90
278	8-inch	1	LF	\$40.00	\$40.00	0.94	\$ 37.60
279	10-inch	1	LF	\$55.00	\$55.00	0.94	\$ 51.70
280	12-inch	1	LF	\$72.00	\$72.00	0.94	\$ 67.68
281	14-inch	1	LF	\$89.00	\$89.00	0.94	\$ 83.66
282	16-inch	1	LF	\$100.00	\$100.00	0.94	\$ 94.00
283	18-inch	1	LF	\$115.00	\$115.00	0.94	\$ 108.10
284	20-inch	1	LF	\$180.00	\$180.00	0.94	\$ 169.20
285	24-inch	1	LF	\$240.00	\$240.00	0.94	\$ 225.60
J) Gravity Sewer CIPP Lateral Renewal Systems							
286	4 inch lateral up to 25 lf	1	EA	\$1,500.00	\$1,500.00	0.94	\$ 1,410.00
287	6 inch lateral up to 25 lf	1	EA	\$1,750.00	\$1,750.00	0.94	\$ 1,645.00
288	4 inch tophat installation	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
289	6 inch tophat installation	1	EA	\$900.00	\$900.00	0.94	\$ 846.00
K) Manhole Rehabilitation							
290	4 foot diameter	1	VF	\$250.00	\$250.00	0.94	\$ 235.00
291	6 foot diameter	1	VF	\$266.00	\$260.00	0.94	\$ 244.40
292	Lift station rehabilitation	1	SF	\$18.00	\$18.00	0.94	\$ 16.92
293	Existing coating removal	1	SF	\$5.00	\$5.00	0.94	\$ 4.70
294	Adjust existing manhole cover and ring (grass)	1	EA	\$400.00	\$400.00	0.94	\$ 376.00
295	Adjust existing manhole cover and ring (Asphalt)	1	EA	\$600.00	\$600.00	0.94	\$ 564.00
296	Install new manhole ring and cover (grass)	1	EA	\$700.00	\$700.00	0.94	\$ 658.00
297	Install new manhole ring and cover (Asphalt)	1	EA	\$1,100.00	\$1,100.00	0.94	\$ 1,034.00
298	Furnish and install manhole chimney seal	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
299	Re-construct manhole bench and channel flow	1	EA	\$500.00	\$500.00	0.94	\$ 470.00
L) Slip-lining down to DR 11							
300	4-inch	1	EA	\$30.00	\$30.00	0.94	\$ 28.20
301	6-inch	1	EA	\$35.00	\$35.00	0.94	\$ 32.90
302	8-inch	1	EA	\$40.00	\$40.00	0.94	\$ 37.60
303	10-inch	1	EA	\$50.00	\$50.00	0.94	\$ 47.00
304	12-inch	1	EA	\$70.00	\$70.00	0.94	\$ 65.80
305	16-inch	1	EA	\$100.00	\$100.00	0.94	\$ 94.00
306	18-inch	1	EA	\$115.00	\$115.00	0.94	\$ 108.10
307	24-inch	1	EA	\$240.00	\$240.00	0.94	\$ 225.60
308	30-inch	1	EA	\$320.00	\$320.00	0.94	\$ 300.80
309	36-inch	1	EA	\$380.00	\$380.00	0.94	\$ 357.20
310	42-inch	1	EA	\$420.00	\$420.00	0.94	\$ 394.80
311	48-inch	1	EA	\$480.00	\$480.00	0.94	\$ 451.20
312	54-inch	1	EA	\$640.00	\$640.00	0.94	\$ 601.60
313	63-inch	1	EA	\$750.00	\$750.00	0.94	\$ 705.00



Serving the Educational Communities of El Paso & Hudspeth Counties

Purchasing Department

Education Service Center - Region 19
6611 Boeing Drive
El Paso, Texas 79925-1010

Phone: 915.780.5019

Fax: 915.780.5061

www.esc19.net

alliedstatescooperative.com

November 7, 2016

Murphy Pipeline Contractors, Inc.
Todd Grafenauer
3507 Southside Blvd
Jacksonville, FL 32216

RE: RFP # 13-6903 Trenchless Technology Rehabilitation and Related Items and Services – ESC Region 19 Allied States Cooperative

Dear Vendor,

The ESC-Region 19 recently approved the Administration's recommendation to extend the referenced contract through December 31, 2017. Please indicate whether you will be extending this contract by signing in the appropriate space at the bottom of the page.


Throughout the year we would appreciate being notified of any information or changes that should be shared with our internal staff. These include representative changes, billing addresses and price increases. Additional information is provided on our website www.alliedstatescooperative.com. You may view current contracts, contract opportunities and an updated list of our cooperative's members. Also, if you have not already done so, please register your company online so that we can notify you of any new contract opportunities.

Please reference **2.28 Reporting**, page 13 and **2.30 R19 Administrative Fee**, page 14 of your contract. You are required to review all sales monthly and submit an administrative fee report regardless if sales are made or not. Please contact Lily Nunez at lnunez@esc19.net or (915) 780-5037 for assistance.

Please reference **2.42 Insurance** on page 16 of your contract for coverage limits. Contracts must have current insurance on file at all times in order to be in compliance and for auditing purposes. Please provide your current Certificate with Comprehensive General Liability, Auto Liability and Workers Compensation and name ESC - Region 19 Allied States Cooperative as additional insured.

Please scan and e-mail mcamacho@esc19.net or fax (915) 780-5061 the signed letter and Certificate of Liability Insurance to me as soon as possible. If no response is received cooperative members will be advised that you will not be extending your contract. Please feel free to contact the Purchasing Department at (915) 780-5389 with any questions or concerns you may have.

Sincerely,


Martin Camacho
Purchasing Agent

Allied
States
Renewal
2014

We are able to extend the contract ☒

Signature

Date 11.10.16

We are unable to extend the above contract ☐

Authorized Signature

Date

Comments:

Executive Director: Dr. Armando Aguirre

Board of Directors: Fred Sanchez-Chairman, Patricia Ramirez-Vice Chairman, Melody Salas-Secretary,
Kathy Becker-Member, John C. Elder-Member, José M. Limón-Member, David Sublasky-Member



EDUCATION SERVICE CENTER REGION 19
RFP AWARD SUMMARY

RFP TITLE: Trenchless Technology Rehabilitation and Related Items and Services– ESC Region 19 Purchasing Cooperative

RFP NUMBER: 13-6903

RFP OPENING DATE: December 6, 2012

CONTRACT TERM: Date of award until December 31, 2013 with four (4) one-year optional renewal periods not to exceed 60 months in the aggregate
(Extended by Region 19 until December 31, 2014)
(Extended by Region 19 until December 31, 2015)
(Extended by Region 19 until December 31, 2016)
(Extended by Region 19 until December 31, 2017)

FUNDING SOURCE: Various

RFP's ISSUED: 6

RESPONSES: 2

ADVERTISEMENT DATES: El Paso- November 16th & 23rd, 2012
Albuquerque, NM- November 16th & 23rd, 2012
Phoenix, AZ- November 15th & 22nd, 2012

BOARD MEETING DATE: January 17, 2013

RECOMMENDED FOR AWARD Murphy Pipeline Contractors, Inc.

TOTAL (estimated) **\$10,000,000.00 / year**

EXPLANATIONS:

Award of this contract will enable ESC Region 19 Purchasing Cooperative members to procure all aspects of trenchless technology including reconstruction of sewers, renewal of potable water mains, pipe bursting for all type pipe lines, water main replacement, sewer pipe sliplining, rehabilitation of existing water lines, renewal of pressure pipe lines, manhole rehabilitation, gravity sewer lateral renewal systems, and related. A proposal from another vendor was not considered because they did not provide pricing for sewer line pipe bursting, manhole connections, pre-chlorination pipe bursting, polyethylene sewer pipe sliplining, or rehabilitation of existing water lines. In the aggregate, they only responded to about 35% of requested pricing which was not in the best interest of the ESC Region 19 Purchasing Cooperative members. Murphy Pipeline Contractors designated they can do business in all states.

SPECIFICATIONS PROVIDED BY: Dean Zajicek
ESC Region 19 Facilities Consultant

EVALUATION COMMITTEE: Royce Cleveland
ESC Region 19

Anneliese Price
ESC Region 19

Martin Camacho
ESC Region 19

Nancy Tinoco
ESC Region 19

Dean Zajicek
ESC Region 19 Facilities Consultant

ORDER INFORMATION:

Murphy Pipeline Contractors, Inc. (Removed as of May 2015)

Attn: Tom Hayes
4700 N. Pearl Street
Jacksonville, FL 32206
904-764-6887
Fax: 904-379-6193
~~tomh@murphypipelines.com~~

Murphy Pipeline Contractors, Inc. (Added as of May 2015)

Attn: Todd Grafenauer
~~3507 Southside Blvd~~ 1876 Everlee Road (as of November 2016)
Jacksonville, FL 32216
Phone: 904-764-6887
Fax: 904-379-6193
toddg@murphypipelines.com

Amendment to the contract with Murphy Pipeline additional line items were submitted and accepted on October 19, 2016.

Services in all states and all US Territories

Approved by: _____
(James R. Vasquez- Executive Director)
(James R. Vasquez- Executive Director)
(Armando Aguirre – Executive Director)
(Armando Aguirre – Executive Director)
(Armando Aguirre – Executive Director)

Date: _____
(December 14, 2012)
(November 14, 2013)
(October 7, 2014)
(September 30, 2015)
(November 3, 2016)

Education Service Center-Region 19
6611 Boeing Drive, El Paso, Texas 79925-1010

RFP #

**Request for Proposals
for
Trenchless Technology Rehabilitation and Related Items and
Services-ESC Region 19 Purchasing Cooperative**

Submittal Deadline and Proposal Opening Deadline:

12/06/12, 2:00 PM MST

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 date. All questions and answers will be posted on <http://www.esc19.net/purchasing/> with your login and password.

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TAB 1 - INTRODUCTION

1.1 NOTICE OF INTENT

It is the intent of Texas Education Agency Region 19 (R19) to award **a national contract that satisfies the needs of participating governmental entities in the purchase of Trenchless Technology Rehabilitation and Related Items and Services.** 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 of Proposal** section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

This contract will provide Trenchless Technology Rehabilitation and Related Items and Services to educational institutions and other government agencies, including, but not limited to:

1. Items and Services
 - a. Cured-In-Place Pipe (CIPP) Reconstruction of Sewers,
 - b. Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains,
 - c. Pipe-bursting with HDPE for Sewer Lines,
 - d. Pipe-bursting with Pre-chlorination for Water Main Replacement Procedure,
 - e. Polyethylene (PE) Sewer Pipe Sliplining,
 - f. Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines,
 - g. HDPE Tight-Fitting Liner Renewal of Pressure Pipe Lines,
 - h. Manhole Rehabilitation,
 - i. Gravity Sewer CIPP Lateral Renewal System
2. Value Add – R19 is soliciting value added items related to Trenchless Technology Rehabilitation and Related Items. 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 provide pricing. Failure to include applicable specifications may result in disqualification of the Vendor's response to this RFP. Additionally, with their response to this RFP, Vendor shall include a copy of the NSF International certification to NSF/ANSI 61 document for the product proposed above for "b. Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains." Only products with certification by NSF to NSF/ANSI 61 and listed as certified on the NSF website, www.nsf.org, shall be allowed.

R19 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 Arizona Title II Chapter 7 Intergovernmental Operations Article 3 Joint Exercise of Powers; and New Mexico, Chapter 11 Intergovernmental Agreements and Authorities Article 1 Joint Powers Authority.

- 1.1.1 **The initial base term of the prospective contract is a period of one calendar year, and R19 may elect to extend any contract awarded pursuant to this RFP for up to four additional one-year renewal terms.** TEX. GOV'T. CODE § 2267.409. In compliance with TEX. GOV'T. CODE § 2267.403(b), R19 is establishing the maximum annual aggregate contract price for all contracts awarded under this RFP for the entire R19 cooperative program at \$100 million (no work is guaranteed under this contract).
- 1.1.2 In this RFP and in the Contract, the following terms shall mean as follows [which includes definitions established by the Center for Job Contracting Excellence]:
 - a. **"R19"** means the ESC-Region 19, of the Texas Education Agency (a state agency) established under the laws of the State of Texas; 6611 Boeing Drive, El Paso, Texas 79925-1010.

- b. **“R19”** means R19, a cooperative purchasing program and division of R19.
- c. **“R19 member(s)”** means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, 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 R19, 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.
- d. **“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 R19. 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.
- e. **“IDIQ”** is an abbreviation for “Indefinite Delivery Indefinite Quantity”. IDIQ is the 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.
- f. **“Contract”** means the contract terms and conditions in the **Contract Terms and Conditions** section, as further defined in the Entire Agreement provision.
- g. **“Supplemental Contract”** means a separate, supplemental contract entered into between a R19 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 R19 contract that may add additional scope and/or requirements agreed to by the member and the contractor may be a Supplemental Contract.
- h. **“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.
- i. **“R19 Administrative Fee or R19 Fee”** means the fee paid by Vendors to R19 to fund the total cost of the R19 program. R19 will invoice the Vendor on a monthly basis for the R19 Administrative Fee. The R19 Fee must be included in the Vendor’s price coefficient and **will not be issued as a separate line item in any Job Order Proposal issued to R19 members**. Vendors must pay the R19 Fee within thirty days of the completion of any Job Order. If the Job Order has progress payments, the Vendor is required to pay the R19 Fee in proportion to progress payments within thirty days of the invoice date.
- j. **“Coefficient”** means the Vendor’s coefficient multiplier that is applied to the local City Cost Index and the total sum of line item estimates for each individual Job Order, including all overhead items, such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, R19 administrative fee, final site cleanup and all contingencies, as well as all costs to the Vendor associated with program/project management, administration, and jobsite supervision.
- k. **“Scope of Work or SOW”** is the specific work that has been agreed to be undertaken and accomplished by Vendor for R19 or the R19 member via the Delivery Order process.
- l. **“Delivery Order or DO”** means the Scope of Work approved from the Job Order Proposal and reviewed and approved in writing by R19 or the R19 member for the Purchase Order.

- m. **“Purchase Order or PO”** means R19’s or the R19 member’s written approval for the Vendor to proceed with the negotiated Delivery Order. Special terms and conditions agreed to by the Vendor and R19 or the R19 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 R19 or the R19 member and the Vendor. TEX. GOV’T. CODE § 2267.
- n. **“Vendor’s Project General Manager (PGM)”** is the senior member of the Vendor’s team and will be the ultimate interface between R19 and R19 members and Vendor.
- o. **“Vendor’s Delivery Order Manager”** reports to the PGM and is the day-to-day field supervisor working with the Job Orders, proposals (estimates), subcontractors and interfacing with R19 or the R19 member.
- p. **“Vendor’s Key Staff Members”** are critical to the quality, implementation, and successful support and execution of the contract and will be evaluated by R19. Vendor’s Key Staff Members typically include the PGM, Delivery Order Managers, Business Manager, Safety/Environmental Manager, Quality Assurance/Quality Control Manager, and Marketing Manager.
- q. **“Premium Hours”** means those hours not included in Regular Hours or federal holidays. Premium Hours must be approved by R19 or the R19 member for each Delivery Order and noted in the Job Order Proposal as a line item during negotiations.
- r. **“Regular Hours”** means the hours between 7 a.m. and 6 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.

1.2 INTRODUCTION TO R19

1.2.1 Description of R19 members

- 1.2.1.1 Contract(s), if any, awarded as a result of this RFP will be available for use by R19 and R19 members to access on an “as needed” basis from a list of contracts that have been competitively procured and awarded to Vendors by ESC R19’s Board of Trustees through delegation and affirmation.
- 1.2.1.2 By using a purchasing cooperative such as R19, eligible entities can provide the 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 the 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 R19 member and the Vendor.
- 1.2.1.3 Pursuant to TEX. GOV’T. CODE Chapter 791, the Interlocal Cooperation Act, and similar statutes of other states, R19 and R19 members participate in an Interlocal Contract to provide governmental functions and services, including procurement services, which permits R19 members to make purchases using contracts procured by R19. **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).

1.2.2 Financing of R19

- 1.2.2.1 R19 does not charge membership fees to R19 members.
- 1.2.2.2 The total cost of the R19 program is funded through the R19 Administrative Fee paid to R19 by Vendors. The R19 Fee is based on a percentage of vendor sales, less special insurance and required bonding, if applicable.
- 1.2.2.3 R19 will provide limited oversight in assisting both R19 members and Vendors in marketing to R19 members, training (education), and provide, at a minimum, an annual review of each Vendor. This service will be paid for out of the R19 Fee. R19 will not market or sell directly for Vendors.

1.2.3 Applicable Laws, Codes and Regulations

1.2.3.1 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.”).

1.2.4. R19 Procedures

- 1.2.4.1 Contracts are awarded through open competition in compliance with applicable procurement rules and regulations.
- 1.2.4.2 R19 or the R19 member sends a Proposal Request to the Vendor.
- 1.2.4.3 The Vendor prepares and sends R19 or the R19 member its Proposal, which includes the line-item estimate for the project as defined in the UPB and a written Scope of Work for services to be performed and/or products to be delivered.
- 1.2.4.4 The Vendor and R19 or the R19 member then agrees on a Delivery Order.
- 1.2.4.5 The Vendor and R19 or the R19 member agrees on a Purchase Order referencing the R19 contract. No other contract forms may be used, such as AIA documents or forms, 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 R19 members to the Vendor and to R19, where they are logged and filed.
- 1.2.4.6 The Vendor delivers product(s)/service(s) directly to R19 or the R19 member and then invoices R19 or the R19 member.
- 1.2.4.7 The Vendor receives payment directly from R19 or R19 member.
- 1.2.4.8 The Vendor reports the administrative fee to R19 and pays the fee to R19.

TAB 2 - 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.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by R19 and eliminated from further consideration.

CONTRACT BETWEEN ESC-R19 and

_____ (“Vendor”)

for

Trenchless Technology Rehabilitation and Related Items and Services

This Contract is entered into between R19 and Vendor, having submitted a proposal in response to **RFP #13-6903** issued by R19 and whose proposal has been accepted and awarded by R19. 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, R19 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 three (3) percent except as noted otherwise in the RFP.

2.1 Definitions

The terms used in this Contract shall have the meanings assigned to them in **Notice of Intent** of the RFP.

This contract is comprised of the following documents:

- a. Contract with general terms and conditions
- b. RFP in its entirety
- c. Vendor’s Proposal
- d. Any additional points negotiated prior to award and/or signed amendments

2.2 Use of Contract by R19 members

Vendor agrees and understands that this RFP and Contract may be used to accomplish work for R19 and R19 members. *See* TEX. GOV’T. CODE § 2267.407.

2.3 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 R19 member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by R19 and, if necessary, the R19 member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the R19 Director or his designee.

2.4 Term of Contract; Renewal of Contract

The initial term of this Contract is for a period of one (1) year, with R19 having the option to renew the Contract for four (4) additional one-year terms, at R19’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.

2.5 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 R19 and Vendor. In the event of a breach or default of the Contract and/or the RFP by Vendor, R19 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 R19 and/or R19 members. R19 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. R19 also reserves the right to terminate the Contract immediately, with written notice to Vendor, if R19 believes, in its sole discretion that it is in the best interest of R19 and/or R19 members to do so.

Vendor agrees that R19 shall not be liable for damages in the event that R19 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.

2.6 Buy America Act; Prevailing Wage Rates

R19 and R19 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.

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 R19 or an R19 member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by R19 or the R19 member.

Change Orders

Pursuant to TEX. EDUC. CODE § 44.0411(a), for R19 and R19 members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Job Order 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 R19 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 R19 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.

2.7 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 R19 and/or R19 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 R19 member at cost as part of the Purchase Order, unless the permits are provided by the R19 member. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the R19 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 R19 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 R19 or an R19 member, Vendor shall furnish R19 and/or the R19 member with satisfactory proof of Vendor's compliance with this provision with a "certified payroll". It is the members obligation to inform the contractor of this requirement and note it in the purchase order. Additionally, all vendor will complete a Felony Conviction/ Debarment Notice/ Clean Air & Water Act Notice provided by R19 at the time proposals are submitted for consideration of award.

2.8 Confidentiality

Vendor and R19 agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and R19 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 R19 and numerous R19 members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability R19 and R19 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, R19, or an R19 member and determined by R19 or the R19 member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

2.9 Performance and Payment Bonds

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 R19 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 R19 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 R19 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.

2.10 Title and Risk of Loss

Whenever R19 or an R19 member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of R19 or the R19 member's acceptance of the product or payment of the applicable invoice.

2.11 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 R19's or the R19 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.

2.12 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 R19 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 R19 or at R19 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 R19 to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

2.13 Customer Support

Vendor shall provide timely and accurate technical advice to R19 staff and R19 members. Vendor shall provide reasonable training to R19 staff and/or R19 members regarding products and/or services supplied under this contract by the Vendor, at no additional charge, if requested by R19 or an R19 member.

2.14 R19 and/or R19 Members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by R19 or a R19 member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify R19 or the R19 member and pay to R19 or the R19 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 R19's or the R19 member's determination of the amount due. If Vendor fails to make timely payment, R19 or the R19 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 R19 or the R19 member.

2.15 Tax Exempt Status

R19 and all R19 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 R19 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. R19 and R19 members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

2.16 Other State Tax Requirements

2.16.1 Payment of Taxes by R19 Members Outside of Texas – R19 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 R19 member.

2.16.2 State and Local Transaction Privilege Taxes – The R19 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 R19 and/or the R19 member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

2.17 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.

2.18 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 R19 and the R19 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.

2.19 IRS W-9

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the R19 and R19 member.

2.20 Assignment of Contract

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of R19. 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 R19 and, if applicable, the R19 member.

2.21 Notification of Material Change

Vendor is required to notify R19 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.

2.22 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.

2.23 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to R19 and R19 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 R19 and any such subcontractor, nor shall it create any obligation on the part of R19 or R19 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.

2.24 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 R19 or any R19 member by this Contract, R19 and R19 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 R19 or any R19 member if it is determined by R19 or any R19 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 R19 and R19 members only.

2.25 Ordering Procedures

Purchase Orders are issued by R19 and/or R19 members to the Vendor according to this Contract and any Supplemental Contract between R19 and the R19 member. R19 members must send Purchase Orders to R19, unless otherwise stipulated by R19. R19 may request confirmation of receipt of the Purchase Order from Vendor.

2.26 Invoices; Payments

2.26.1 Vendor shall submit invoices, in duplicate, directly to R19 or the R19 member at the appropriate location(s) specified by R19 or the R19 member. Each invoice shall include R19's or the R19 member's Purchase Order number and R19 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 R19's or the R19 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 R19's or the R19 member's receipt shall be made available upon request by R19 or the R19 member.

2.26.2 R19 or the R19 member will make payments directly to Vendor. R19 or the R19 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 R19 nor any R19 member shall be liable for the indebtedness of any one R19 member.

2.26.3 TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by R19 and or any R19 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 R19 or the R19 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 R19 or the R19 member receives an invoice for the products or service. For R19 members whose governing bodies meet more than once a month or more often, payments are due by those R19 members **within thirty (30) days** after the later of the following: (1) the date the R19 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 R19 member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from R19 or the R19 member not later than the **tenth (10th) day** after the date the Vendor receives the payment from R19 or the R19 member.

The exceptions to payments made by R19, an R19 member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

2.27 Reporting

The Vendor shall provide R19 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 R19. 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 R19 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, R19 member name, city/town, and Purchase Order total dollar amount. Reports shall be submitted in an electronic format to R19 at 6611 Boeing Drive, El Paso, Texas 79925-1010, or electronically mailed to rcleveland@esc19.net with a return receipt request requirement.

2.28 Pricing Changes

See RFP specifications and discussion of non-pre-priced items per UPB.

2.29 R19 Administrative Fee

R19 will invoice Vendor, on a monthly basis, for the R19 Administrative Fee of two (2) percent. R19 desires to provide quality contractors with its program. The invoice will be based on total sales made through this Contract. Vendor shall remit payment of the R19 Fee to R19 no later than **thirty (30)** days following the end of the month. Failure to pay the R19 Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in R19 suspending or terminating this Contract. Vendor shall honor and pay R19 the R19 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 R19'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 R19 administrative fees.

2.30 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 R19 and/or R19 members under this Contract. These records and accounts shall be retained by Vendor and made available for review by R19 and R19 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 R19 or the R19 member of Vendor's final invoice or claim for payment in connection with this Contract, or the date R19 or the R19 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.

2.31 Right to Review, Audit and Inspect

R19, R19 members, any federal agency that has awarded federal funds/grant(s) to R19 or an R19 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. Building Facilities Solutions LLC (BFS), as administrator of this contract for R19, will perform at least one annual audit. 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 R19 and/or R19 member(s) in connection with the Vendor's work for R19 and/or R19 members, and shall be open to inspection and subject to audit/review and/or reproduction by R19, R19 member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- 2.31.1** Vendor's compliance with this Contract and the requirements of the RFP.
- 2.31.2** Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for R19 and/or R19 members.
- 2.31.3** Compliance with provisions for computing billings to R19 and/or to R19 members.
- 2.31.4** Any other matter related to this Contract.

2.32 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS R19 AND EACH R19 MEMBER, INCLUDING R19'S AND R19 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 R19 OR THE R19 MEMBER.

2.33 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 R19 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 R19 but involving an R19 member and Vendor shall be governed by the laws of the state of the R19 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 R19 member.

2.35. Multiple Contract Awards; Non-Exclusivity

In accordance with TEX. GOV'T. CODE § 2267.406, R19 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 R19. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to R19 and/or R19 members. During the Term of this Contract, R19 and R19 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 R19 member may complete Delivery Orders between R19 JOC Vendors or other JOC contractors for delivery orders in violation of State law.

2.36 New Products

New Products and pricing, or non-pre-priced, will be handled as defined in the UPB (RS Means).

2.37 Promotion of Contract Marketing Plan

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. R19 may only supply Vendor with R19 members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of R19 and Vendor's company, product, and/or services shall be at R19's sole discretion. Encouraging R19 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 R19 seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to R19 and obtain written approval before Vendor finalizes or publishes promotional material bearing the R19 or R19 name or seal. Vendor may not release any press release or other publication regarding this Contract or R19 unless and until R19 first approves the press release or publication in writing.

2.38 Website Support

Vendor agrees to cooperate with R19 in publicizing contract particulars on the R19 website. Vendor also agrees to work with R19 in updating and maintaining current information on Vendor activities related to the Contract on the R19 website. Vendor agrees to provide an electronic version of its logo for use on the R19 website upon request and provide other information as reasonably requested by R19 to help ensure that the R19 website is current and consistently updated.

2.39 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 R19, R19 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 R19 or R19 members. Vendor shall indemnify and hold R19 and/or the R19 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.

2.40 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 R19 and R19 members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on R19 and R19 members' property.

2.41 Supplemental Contracts

A R19 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 R19 member and Vendor and shall have no effect or impact on R19, any other R19 member, or this Contract. Any Supplemental Contract between Vendor and a R19 member is exclusively between that specific R19 member and Vendor and will be subject to immediate cancellation by the R19 member (without penalty to the R19 member) if, in the opinion of the R19 member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract.

2.42 Insurance

Vendor is required to provide R19 and/or the R19 member with copies of certificates of insurance, naming R19 and/or the R19 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 R19 and/or the R19 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 R19 member is located, and shall be acceptable to R19 and/or the R19 member. Vendor shall give R19 or the R19 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 R19 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 R19, R19 members, and R19 and R19 members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to R19 and/or to R19 members.

R19 and the R19 member, as requested, shall be named as an "additional insured" on insurance policies.

R19 and the R19 member reserve the right to require additional insurance should R19 or the R19 member deem additional insurance necessary, in their sole discretion.

- Workers Compensation (with waiver of subrogation to R19 and the R19 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.

2.43 Participation in R19

Vendor acknowledges and agrees that continued participation in the R19 cooperative purchasing program is subject to R19's sole discretion and that Vendor may be removed from the R19 program at any time, with or without cause, in R19'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 R19 and Vendor may be construed as a guarantee that R19 or R19 members will submit any Purchase Order to Vendor at any time.

2.44 No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of R19 and R19 members, is an independent contractor, and is not an employee, agent, joint venture, or partner of R19 or any R19 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 R19 and Vendor, any R19 member and Vendor, R19 and any of Vendor's agents, or any R19 member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of R19 or any R19 member, and R19 and R19 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 R19 and R19 members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

2.45 Equal Opportunity

It is the policy of R19 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.

2.46 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.

2.47 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.

2.48 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.

2.49 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 R19 member may be established to further detail the terms and conditions of the R19 member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to R19, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the R19 member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise. This supplemental contract may be added to the R19 member's purchase order as an addendum.

2.50 Interpretation

Vendor agrees that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

2.51 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.

2.52 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 R19

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 R19 and Vendor. Vendor shall honor all R19 Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

R19 Authorized Signature _____ Date _____

Printed Name: _____

TAB 3 - SCOPE

It is the intention of R19 to establish a national annual contract to furnish and/or deliver trenchless technology rehabilitation and related items and services for R19 members. Proposers are requested to submit a proposal for offering 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.

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. R19 reserves the right to award multiple secondary vendors if vendors offer items that are unique and have value to R19 members.

R19 will invoice the vendor, on a monthly basis, for the administrative participation fee of three (3) percent. The invoice will be based on total sales made through the R19 contract with the vendor. The vendor shall remit payment to R19 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.

R19 expects to contract with responsible firm or firms to provide trenchless technology rehabilitation and related items and services to its member(s) basis. The work includes trenchless technology rehabilitation and related items and services for wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.

R19 will consider a statewide/national contract for environmental remediation, clean-up and re-build using RS Means. 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.

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

Evaluation of proposals: A committee will review and evaluate all proposals and make a recommendation to the R19 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. R19 will base the recommendation for contract award on the factors as listed in this RFP.

TAB 3 - SPECIFICATIONS

It is the intention of R19 to establish one or more national contracts to furnish and/or deliver trenchless technology rehabilitation items and services for R19 and/or R19 members seeking contractors who possess licenses in their states (where required) to provide and perform this work.

3.1 INSTRUCTIONS TO VENDORS

3.1.1 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.

3.1.1.1 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. **Nine (9)** tabs

should be used to separate the proposal into sections, as identified below. Proposals should be direct, concise, complete, and unambiguous. Vendors failing to organize proposals in the manner requested may be considered non-responsive and may not be evaluated. The Vendor is responsible for ensuring that R19 has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

3.1.1.2. **Binder Tabs**

- 1) RFP document, including signed Signature Form and all attachments. **Vendors must include all pages of the published proposal document. Failure to do so may result in disqualification.**
- 2) Description of Product(s) and/or Service(s); Description of Value-Added Product(s) and/or Services(s); Project General Manager and Key Staff; Corporate Resources and Commitment
- 3) Warranty/Guarantee
- 4) Insurance and Bonding
- 5) Safety Plan; Quality Assistance/Quality Control Program
- 6) References/Certificates
- 7) Safe and Secure Schools Plan
- 8) Pricing; Paper and Electronic Catalog/Price Lists
- 9) Attachments

3.1.1.3 **Proposal Response Location**

Proposals shall be received no later than the submittal day and time deadline at the Receiving Front Desk at R19, 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.**

3.1.1.4 **Submission of Proposals**

R19 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. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. **Copyrighted proposals are unacceptable and may be disqualified.**

3.1.1.5 **Required - Four (4) Bound Original and Signed Copies of the Proposals**

- 1 - electronic copy of response on compact disc (CD) or USB flash drive
- 1 - electronic copy of price list
- 1 - hard copy of price list
- 1 - hard copy of any catalog or specification, if requested in the RFP

3.1.1.6 **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 | (5) Vendor's Name |
| (2) RFP Title | (6) Vendor's Address |
| (3) Submittal Deadline Date | (7) Vendor's City, State, and Zip |

(4) Submittal Deadline Time

Proposals will be opened in public at R19, 6611 Boeing Drive, El Paso, Texas 79925-1010, immediately following the deadline. Proposals will be read aloud, listing only the responding Vendors.

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

Describe product(s) and/or service(s) the Vendor is proposing to provide R19 and R19 members. Provide a matrix that will allow R19 to readily appraise the Vendor's products and/or services offering versus other Vendors, if available.

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

Include any additional information Vendor believes R19 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.

3.1.4 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.

3.1.4.1 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.

3.1.4.2 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.

3.1.4.3 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 R19 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.

3.1.5 **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:

- 3.1.5.1 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?
- 3.1.5.2 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 R19 members?
- 3.1.5.3 Does the company have orderly business procedures and a business manager assigned to this program that will conform to the RFP?
- 3.1.5.4 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?
- 3.1.5.5 Has the company committed the people long term to this program for continuity? Do they understand the right of R19 or R19 Member to approve any proposed changes in key and reserves the right to remove vendor personnel for any reason?

3.1.6 **Bonding Requirements**

Vendor must describe its bonding capacity and Vendor's maximum level of bonds that it may obtain at any one time. Vendor must submit a letter from a surety company that is licensed to do business in the State of Texas attesting to its willingness to bond Vendor for \$2 million. Companies should provide documentation (letters) for their maximum use under this contract. Vendors may need to provide additional capacity as Job Orders increase. The actual cost of the bond will be a pass-through to the R19 member and added to the Purchase Order.

3.1.7 **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 R19 member's staff; and the management of safety and environmental issues while working in occupied areas.

3.1.8 **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.

3.1.9 **Safe and Secure Schools Plan**

It is the policy of R19 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 R19 or R19 members' property**
All R19 and most R19 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 R19 or R19 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.

3.1.10 **References**

List references, including the customer name, contact, and phone number of at least 5 past customers who are capable of giving a performance review of Vendor.

3.1.11 **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).

3.1.12 **R19 Reservations**

- a) Cancel this solicitation in whole or in part, at the sole discretion of R19.
- 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 R19 and/or R19 members.
- e) Waive any formalities, technicalities, or other defects if deemed in the best interest of R19 and/or R19 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 R19 sole discretion.
- h) In auditing projects completed by the vendor, R19 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.

3.1.13 **Financial Responsibility**

R19 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.

3.1.14 **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.

3.2 CONTRACT SPECIFICATIONS

3.2.1 Categorical Definitions

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to the Unit Price Book. When a specific project is issued, the R19 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 coefficient 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 R19 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.

If an order issued under this RFP requires **architectural or engineering services** that constitute the practice of architecture within the meaning of Chapter 1051, Texas Occupations Code, or the practice of engineering within the meaning of Chapter 1001, Occupations Code, the R19 member must select or designate the architect or engineer to prepare the construction documents for the project.

Vendors are encouraged to take Delivery Orders of \$10,000 or more and are encouraged to work with the R19 member to identify any work that may be available of any size. RS Means will be the unit price book for this RFP, using the most recent edition RS Means' right hand column ("Total Inc. O&P"), including any quarterly updates provided. All line items provided in Delivery Order proposals are to be carried out to the UPB 12-digit line number. Vendors, at their expense, will make copies of the UPB available to R19 members upon request via electronic or printed 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 R19 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 shall include all overhead items, including but not limited to, project management, office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance, transportation, maintenance, R19 Fee, final site cleanup and all contingencies. **Vendor's proposed coefficient must be less than 1.0 and rounded to a whole percentage (two places) or it will be deemed to be non responsive.**

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 R19 member. This should be avoided and will be looked for during R19's contract compliance audit/review.

3.2.1 General Information

3.2.3.1 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 R19 member. Vendor shall promptly, and before conditions are disturbed, give written notice to the R19 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 R19 member, as well as from the drawings and specifications.

The R19 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, unless such understanding or representations by the R19 member are expressly stated in the Purchase Order.

3.2.3.2 Record “AS BUILT” Drawings

Vendor shall review all drawings furnished to Vendor immediately upon receipt and shall promptly notify the R19 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 R19 member (or R19, if the work is for R19) 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 may or may not charge for this additional service.

3.2.3.3 Purchase Order Process

- a) The R19 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 R19 member as soon as possible, but at least within two business days. As projects are identified, the Vendor will participate in a joint scope meeting, at which time a 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 R19 member’s site and conduct a walk-through/project scoping with the R19 member’s representative to define the Scope of Work. Vendor shall perform due diligence to request and gather pertinent information, including existing conditions and R19 member documents, including, but not limited to, hazardous materials/environmental surveys and other relevant documents.
- b) The Vendor will prepare a Proposal for the project including a price proposal, schedule, written Scope of Work, including the UPB and the UPB’s 12-digit line number, using an automated software system (Cost Works) that will provide a line item estimate of the individual tasks, the

quantities, the city cost index, Vendor's bid coefficient, and any applicable cost additions (including any possible division one line items) and 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 UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage. Each Proposal shall be good for a period of 30 days unless an extension is agreed to by Vendor and the R19 member.

- c) R19 and/or the R19 member will review the Proposal and may request changes. Once an acceptable Proposal and Scope of Work have been agreed to, the R19 member may issue a Purchase Order for the project, which must be signed by Vendor and the R19 member as a lump sum fixed price contract. TEX. GOV'T. CODE § 2267.410(a) ("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 R19 member that is a governmental entity, as defined in Chapter 2267 of the Texas Government Code, must notice and approve in open session each job, task, or purchase order that exceeds \$500,000.**

In Arizona, any project exceeding \$1 million must also be approved by the governing body.

- d) **Vendor is required to ensure that the Purchase Order for the project includes the following:**
- The lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. 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 R19 member's authorized representative immediately.
 - Compensation for received products, terms of progress payments, and a schedule of payments. The R19 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 must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through R19 as allowed in the Contract or RFP.
 - A schedule for performance of work that can be met without planned overtime, which shall be Vendor's responsibility.
 - Monthly progress reports must be given to the R19 member by the Vendor. The specifics of what is reported should be described in the Purchase Order.
 - Terms for acceptance by the R19 member and title to work must be clearly agreed upon and described. If any part of the construction requires the R19 member to assume control prior to the completion, this must be defined. Vendor and the R19 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 R19 member concerning retainage or a substitute security, which must be in full compliance with the state requirements of the R19 member, meeting TEX. GOV'T. CODE Chapter 2252, the governing jurisdiction.
- e) After the Purchase Order is signed, a copy of the Purchase Order shall be sent to R19 along with any changes made prior to project completion.

- f) Each individual Purchase 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 Hours, the project completion time, and the price to be paid for the work.
- g) 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 R19 member and added as an addendum to the purchase order or a new purchase order generated.
- h) No work shall be performed until a written Purchase Order has been signed by the Vendor and the R19 member. Any work performed under a Purchase Order before the Vendor's receipt of the written Purchase Order is at the Vendor's risk.
- i) Under emergency conditions, a portion of the Scope of Work may be issued orally by the R19 member's authorized representative, who will confirm the oral order by issuing a written Purchase Order within ten days. In the event of an emergency, Vendor will endeavor to meet with the R19 member within two hours (if possible), expediting these procedures with verbal Purchase Order and a signed field book by the R19 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 work.
- j) **Quality Control Issues**
 - During the course of the Purchase Order, the R19 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 R19 member shall pay the cost.
 - Upon completion of the project, the Vendor shall deliver to the R19 member all associated as-built drawings, warranties, and owner's manuals/instructions.
- k) 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 R19 member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.
- l) **Freight, Delivery, Inspection & Acceptance** All deliveries shall be **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during R19 or the R19 member's Regular Hours.

After a contract has been awarded, Vendor(s) shall deliver the products or services procured on this Contract to R19 or the R19 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 R19 or the R19 member for the delayed delivery.

If defective or incorrect products are delivered, the R19 member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the R19 or the R19 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.

R19 or the R19 Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, R19 or the R19 member may procure its needs from alternative sources without penalty.

- m) When the Purchase Order has been completed, the Vendor shall notify the R19 member and have the R19 member inspect the work for acceptance under the scope and terms in the Purchase Order. The R19 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 R19 member. The vendor should strive to have a zero punch list policy.
- n) The Vendor may not refuse to perform any project requested by a R19 member unless such project is unlawful or they are unqualified to perform the project. In those cases they should consult with R19 and the member about possible options.
- o) The R19 member reserves the right to reject a Proposal or cancel a project for any reason. The R19 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.
- p) The member may not use any of the vendor's drawings, scope, line item estimate, or pricing in negotiations with other contractors. They may not bid already awarded (contracted) R19 JOC contractors against each other or other contractors in violation of State law. If negotiations fail with a contractor, the R19 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).

3.2.4 Debris and Cleanup

- 3.2.4.1. On a daily basis during the progress of the work for an R19 member, the Vendor must remove and dispose of the resultant dirt and debris and keep the premises clean.
- 3.2.4.2 The Vendor shall, upon completion of the work, remove all equipment and surplus materials (except materials or equipment that are to remain at the R19 member's property), and leave the premises in a clean, neat, and orderly condition satisfactory to the R19 member.

3.2.5 Materials and Workmanship

- 3.2.5.1 Unless otherwise specifically provided in a Purchase 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 accepted practices for pipeline and associated items within the scope of this RFP. 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 R19 member finds to be equal to that named. To obtain approval to use a different equipment, material, or

process, the Vendor must furnish the R19 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 R19 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 R19 member, except for any completed unit of work which may have been previously accepted by the R19 member.

- 3.2.5.2 After presentation of the line item estimate for the delivery order the Vendor must obtain the R19 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 R19 member or as required by the RFP by the Vendor reviewing the delivery order estimate with the R19 member.
- 3.2.5.3 All work must be performed in a skillful and workmanlike manner. The R19 member may, in writing, require the Vendor to remove from the worksite any employee the R19 member deems incompetent, careless, or otherwise objectionable. R19 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.)

3.2.6 Associated Project Support Requirements

- 3.2.6.1 The purchase, delivery, and storage of project construction materials must not interfere with the R19 member's operations.
- 3.2.6.2 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 (Cost Works) that is compatible with the currently utilized edition of RS Means, and the current edition of RS Means. Updates of quarterly RS Means software or revised yearly editions will be allowed.

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

- 3.2.7.1 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 R19 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.

TAB 4 - PRICING

8.1 Pricing will be evaluated based upon a bid coefficient against the national R.S. Means Construction Cost Data book that will use the right hand column that includes the overhead with the R19 fee included as well as profit that will be applied against the local city cost adjustment factor (Quarterly updates will be allowed). The other costing method is for items not found in the cost book and will be used for the items found in Appendix A. Fill out the form for each line item as stated. A market basket survey will be conducted with random items being selected for a comparison between respondents. These will be evaluated on the mean average cost for the items used in the survey. The national consumer cost index will be used as an annual adjustment factor for these items.

It should be noted that pricing is only one factor considered in making an award. (See Evaluation criteria)

The vendor will submit their pricing and one coefficient as its bid for the R19 contract. The contractor should use the information provided in the RFP to help establish their overhead and profit (O/P). The R19 2% fee is to be added into the vendor's overhead and not shown as a line item. The UPB for the contract is R.S. Means Construction Cost Data Book as outlined in the RFP. The coefficient to include will be applied against the right hand column in the UPB. The closest City Cost Index (using the appropriate ZIP code) will apply for the location of the member's project for the Regions Cost Adjustment Factors. (See Specifications for Instructions for Vendors.)

Bid Coefficient
National Contract
Regular Time _____
Premium Time _____

NOTE: Coefficients of 1.0 or higher will be deemed non-responsive. All coefficients must be rounded to two places only.

Example: .853 would be rounded to .85

Holidays may vary by state. It is the contractor's responsibility to have premium hours and days approved by the member.

TAB 5 - EVALUATION AND AWARD OF PROPOSALS

5.1 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 R19 to be the best value to R19 and to R19 members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

5.2 Competitive Range

It may be necessary for R19 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.

5.3 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.

5.4 Clarification and/or Discussions

R19 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 R19 and Vendor can also take place after the initial receipt of proposals. R19 reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. R19 will not assist the Vendor in the revision or modification of its proposal, nor will R19 assist the Vendor in bringing its proposal to the same level of other proposals received by R19.

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 R19 website. Questions will not be answered verbally or by phone.

5.5 No Guarantee of Quantities

R19 makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. R19 makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.

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

R19 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 R19 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.

5.7 Formation of Contract (Execution of Offer)

A response to this RFP is an offer to contract with R19 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 R19 Board of Trustees or signed by their designee (R19's Director). The Vendor must submit the signed Signature Form, thus eliminating the need for the formal signing of a separate contract.

5.8 Multiple Awards

R19 reserves the right to award contracts to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with R19. R19 may make multiple awards; this fact should be taken into consideration by each Vendor.

5.9 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 R19 and R19 members. R19 and R19 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 R19's or R19 members' sole discretion.

5.10 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.

5.11 Environmental Initiatives

R19 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.

5.12 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.

5.13 No Return of Proposals

Once submitted, R19 will not return proposals to Vendor.

5.14 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 R19 or any person interested in the proposed contract, and that all statements in said proposal are true.

5.15 Open Records Policy

R19 is a governmental body subject to the Texas Public Information Act. Proposals submitted to R19 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. R19 assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

5.16 Preferences

R19 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.

5.17 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.

5.18 Responsive Proposal

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

5.19 Similar Products

Whenever product(s) is(are) referred by R19 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.

5.20. Evaluation of Proposals

A committee of R19 employees will review and evaluate proposals and make a recommendation to the R19 Board of Trustees. R19 will base a recommendation for contract award on the following factors:

Evaluation Factors	Weighted Value
Price	20
<ul style="list-style-type: none"> Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon national and coverage Pricing for warranty on all products and services Payment methods 	
Vendor's experience and reputation	20
<ul style="list-style-type: none"> References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years 	
Quality of Vendor's products/services and extent to which the products/services meet R19 and R19 members' needs:	20
<ul style="list-style-type: none"> Project Management Infrastructure Solutions Quality of Vendor's Service Demonstrated Ability to Perform Impact on the ability of R19 members to comply with laws and rules relating to HUB/MWBE/SBE and plan Vendor's safety record and safety plan 	
Vendor's proposed personnel	10
Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to R19 and R19 members to acquire the products/services	10
(6) Vendor's past relationship with R19	5
(7) Marketing Plan	10
(8) Value Add Products/Services *	5

TOTAL POSSIBLE POINTS:

100

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

* “Value-Add” is other products and services that will enhance and add value to the contract for R19 and R19 members. R19 reserves the right to reject these products and services in the best interests of R19 and R19 members.

Contracts will be awarded based upon best value to R19 and R19 Members.

TAB 6 - VENDOR QUESTIONNAIRE / COMPANY PROFILE

1. **Minority and Women’s Business Enterprise (MWBE), Historically Underutilized Business (HUB) and Small Business Enterprise (SBE)**

R19 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 R19 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 R19 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 R19 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 R19 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, R19 must determine the residency of its vendors. R19 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 R19 members would be calculated.

- b. Pricing submitted includes the required R19 administrative fee ☐ Yes ☐ No

- c. Vendor agrees to remit to R19 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 R19 or R19 members

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

- g. Does Vendor require R19 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 R19 and/or the R19 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 R19 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: _____

- m. Vendor agrees, as part of its educational marketing programs, to participate in statewide or regional conferences (approximately five per year) ☐ Yes ☐ No

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:

- | | | |
|--|--|--|
| <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 R19 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](http://www.usa.gov/Agencies/State%20and%20Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

8. **Cooperatives**

List any other cooperative contracts currently held by Vendor.

COOOPERATIVE	DISCOUNT OFFERED	EXPIRATION DATE
<input type="checkbox"/> BuyBoard – Texas Local GOV'T. Purchasing Cooperative		
<input type="checkbox"/> CPC Purchasing Cooperative		
<input type="checkbox"/> The Cooperative Purchasing Network (TCPN)		
<input type="checkbox"/> Houston Galveston Area Council of Governments Cooperative (HGAC)		
<input type="checkbox"/> Mohave Educational Services Cooperative (MESC) – Arizona		
<input type="checkbox"/> Cooperative Educational Services (CES) – New Mexico		
<input type="checkbox"/> National Joint Powers Alliance (NJPA)		
<input type="checkbox"/> Western States Contracting Alliance (WSCA)		
<input type="checkbox"/> U S Communities		
<input type="checkbox"/> Independent Colleges and Universities of Texas (ICUT)		
<input type="checkbox"/> Educational & Institutional Cooperative Services, Inc. (E&I)		
<input type="checkbox"/> TXMAS		
<input type="checkbox"/> CMAS		
<input type="checkbox"/> PEPPM		
<input type="checkbox"/> GSA		
<input type="checkbox"/> Other (Specify):		
<input type="checkbox"/> None		

COMPANY PROFILE

1. Company Profile

- a) Provide official registered name.
- b) Provide a brief history of Vendor's company that can be used for marketing on R19's website.
- c) Provide organization chart.
- d) 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.
- e) Provide a description of Vendor's relevant market and Vendor's position within it.
- f) Indicate Vendor's experience in line item contracting and total dollar volume for the past 3 years. Provide the names and addresses of the top 5 governmental entities and dollar volumes for those entities with which Vendor has done business in the past 3 years.
- g) Vendor agrees to provide R19 with the following financial information if requested by R19 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).

A Vendor's failure to provide this financial information may impact R19's recommendation to the R19 Board of Trustees for the award of the contract.

- h) Provide Vendor's company logo in ".eps" file format to be used on the R19's website
- i) Provide documentation to show the number of years Vendor has been in the Job Order Contracting and construction management business.
- j) Detail and provide documentation indicating the total dollar volume of Vendor's general contracting services as well as materials for Vendor's last 3 fiscal years.

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 R19 member. Include a process map.
- b) Discuss the invoicing options Vendor offers and the payment terms for each.

4. 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 R19 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 R19 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.

- i. Detail the support documents Vendor will provide to the R19 member.

- ii. Detail Vendor's average percentage of on-time delivery.
 - iii. Detail how Vendor will expedite quotes to R19 members and track completion.
 - iv. Describe how Vendor deals with shipping delays. Indicate method and timeframe in which Vendor will notify R19 members of delays.
 - v. Provide Vendor's shipping schedule reporting form. Indicate the number of times in a calendar year Vendor updates the form.
 - vi. Detail the number of products Vendor stocks and the location. Indicate whether Vendor manufactures the products.
 - vii. Describe any quality awards or quality certificates that Vendor has achieved. Provide supporting documentation and background information about these awards and/or certificates.
- d) R19 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 R19 a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to R19 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 R19, how Vendor's services will be marketed to R19 members, how marketing will work with R19 member feedback, networking within the region, and endeavoring to educate potential R19 members. The marketing plan should explain how marketing will interface with the Vendor's management team and R19 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 R19 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 R19 members.
- b) Indicate and detail the Vendor's ability to provide full-time, onsite project management and the state(s) in which such can be provided résumé(s) of PGM(s).
- c) Detail compliance with R19's PGM overview (in note, below).
- d) Three client references (preferably schools and other governmental entities) and/ or subcontractors for each.
- e) JOC experience and/or JOC course(s) attended.
- f) Experience with Texas school districts and other governmental entities. Résumés for the other team members and information detailing each team member's tenure with Vendor.
- g) Marketing manager's résumé and information detailing experience in marketing and with R19 members and governmental entities and previous success(s).

- h) Business manager's résumé and information detailing experience and multi-tasking skills required for JOC.
- i) Quality Assurance/Quality Control Manager's résumé and information detailing how the manager will implement the program over a broad geographic area.
- j) Safety/Environmental company policy/plans.
- k) Estimators/delivery/task order manager's experience, including whether they have had JOC experience, any course(s) in JOC estimating, and their general construction experience.

7. **Technical Resources**

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

8. **Training**

- a) Describe how Vendor will interact with R19. Include a flowchart.
- b) Describe Vendor's training program for the R19 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 R19 and/or R19 members, as needed.

9. **Value Add Services Description**

Include any additional information you think R19 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.

NOTE: R19's PGM Overview

Vendor's PGM must be knowledgeable in multiple construction divisions, experienced as a program or construction manager, experience managing plumbing, concrete, electrical, painting, HVAC and mechanical in multi-discipline projects, experience in managing multiple projects at diverse locations, a team builder, and be versed in JOC. It is preferred that the PGM have actual JOC experience but evidence that the PGM has attended a JOC course is acceptable. The PGM must understand the contractual nature of JOC versus hard bid contracts and change notices. The PGM must have the ability to multi-task handling multiple Purchase Orders or Job Orders simultaneously over an extensive geographic area and must have experience working with architects and engineers. The PGM must understand all aspects of R19 contract and the JOC program, including marketing, communication, business practices, subcontractors, and teaming.

The PGM must have experience in scheduling and critical path analysis, a broad ability to quickly trouble shoot problems with an attitude of what is best for the R19 member, and show, with references, that the PGM has had extensive experience with and the ability to work with many small subcontractors, including aiding and teaching (mentoring) as appropriate for future partnering on Job or Purchase Orders. In all cases, the PGM should show a willingness to explain each line item estimate to the R19 member. The PGM should consider cost-saving measures as well as the R19 member's budget constraints in making recommendations.

Vendor shall notify R19 in advance of any substitution, removal, or replacement of the Vendor's key personnel. R19 reserves the right to refuse proposed replacement personnel with fewer qualifications than the incumbents. R19 reserves the right to request the removal of Vendor's staff members, if in R19's sole judgment, it is deemed to be in the best interest of R19 and R19 members.

TAB 7 - ATTACHMENTS

Attachment #1

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Education Service Center Region 19 ("R19") 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 R19 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 R19 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 R19's local government officers or family member 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 R19.

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	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 	<p>Date Received</p> 	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>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> <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> 		
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>_____ Signature of person doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>_____ Date</p> </div> </div>		

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;
- I 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;
- I in connection with this bid/proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- N either 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 R19 or any person interested in the proposed contract; and
- All statements in Company's proposal are true.

Vendor: _____	Official Authorizing Proposal:
Address: _____	_____
_____	Signature
_____	_____
Phone: _____	Printed Name
Fax: _____	_____
	Title

Attachment #3

TAXPAYER IDENTIFICATION NUMBER REQUEST

Form **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): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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 *How to get a TIN* 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

--	--	--	--	--	--	--	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--

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**

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 R19, 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. R19 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 R19 or an R19 member.

For projects for R19 involving federal funds, R19 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 R19 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* R19 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 R19 not involving federal funds, R19 has adopted the prevailing wage rate as determined by El Paso County, Texas as the prevailing rate of per diem wages in R19 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. *See* R19 Policy CV (Local). The current wage determination rates for El Paso County, Texas may be accessed on the Internet at <http://www.eng.hctx.net/wage>. Click on Prevailing Wage Rate Building Construction to access the rates for all trades.

For projects for R19 members, the awarded Vendor performing service(s) or providing product(s) to an R19 member shall be notified by the R19 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 R19 member and to comply with all reporting requirements. Vendor shall provide R19 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 TEX. GOV'T. CODE, Chapter 2258.

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 R19 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. R19 and/or the R19 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 R19 or an R19 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 ("R19") 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 R19 in writing **within 3 business days**.
 - (3) Upon request, Vendor will provide R19 with the name and any other requested information of covered employees so that R19 may obtain criminal history record information on the covered employees.

If R19 or the R19 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 R19 or the R19 member.

I also certify to R19 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**SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR****Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to R19 and to the vendor that they have complied. The law requires each subcontractor 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 vendor 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. R19 or the R19 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 R19 or an R19 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).

Subcontractor has entered into a contract with _____ ("Vendor"), to provide services in connection with the contract between Education Service Center Region19 and Vendor. I, the authorized signatory for Subcontractor, certify to R19 and Contractor that [**check one**]:

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

Or

- [] Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify R19 in writing **within 3 business days**.
 - (3) Upon request, Subcontractor will provide R19 with the name and any other requested information of covered employees so that R19 may obtain criminal history record information on the covered employees.

If R19 or an R19 member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at R19 or an R19 member.

I also certify to R19 and vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with TEX. EDUC. CODE, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature

Title

Date

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

CHECKLIST FOR COMPLETED FORMS AND SIGNED DOCUMENTS

- ___ CONTRACT TERMS AND CONDITIONS
- ___ ACCEPTED / ACCEPTED WITH EXCEPTIONS - If exceptions, they are noted.
- ___ PRICING FILLED OUT
- ___ WBE / HUB, SBE FORMS
- ___ VENDOR QUESTIONS AND COMPANY PROFILE FILLED OUT
- ___ U.S. STATES AND TERRITORIES
- ___ FELONY CONVICTION, if applicable
- ___ INSURANCE CERTIFICATE
- ___ BOND LETTER
- ___ COOPERATIVES
- ___ CONFLICT OF INTEREST DISCLOSURE STATEMENT
- ___ ANTITRUST CERTIFICATION STATEMENT
- ___ TAX PAYER IDENTIFICATION NUMBER REQUEST (W-9)
- ___ PREVAILING WAGE RATES
- ___ VENDOR CERTIFICATON FORMS
- ___ SB9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES
- ___ SB9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR
- ___ ARIZONA REQUIREMENTS AND BUSINESS OPERATIONS IN SUDAN / IRAN

APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
Crew Travel and Mobilization		1	LS				
A) Cured-in-place pipe (CIPP) reconstruction of gravity sewers							
1	6" x 4.5mm	1	LF				
2	8" x 4.5mm	1	LF				
3	10" x 6.0mm	1	LF				
4	12" x 6.0mm	1	LF				
5	15" x 7.5mm	1	LF				
6	18" x 9.0mm	1	LF				
7	21" x 9.0mm	1	LF				
8	24" x 10.5mm	1	LF				
9	27"x 10.5mm	1	LF				
10	30" x 12.0mm	1	LF				
11	33" x 12.0mm	1	LF				
12	36" x 12.0mm	1	LF				
13	42" x 13.5mm	1	LF				
14	48" x 15.0mm	1	LF				
15	54" x 18.0mm	1	LF				
16	6" & 8" Additional 1.5mm	1	LF				
17	10" & 12" Additional 1.5mm	1	LF				
18	15" & 18" Additional 1.5mm	1	LF				
19	21" & 24" Additional 1.5mm	1	LF				
20	27" Additional 1.5mm	1	LF				
21	30" Additional 1.5mm	1	LF				
22	33" Additional 1.5mm	1	LF				
23	36" Additional 1.5mm	1	LF				
24	42" Additional 1.5mm	1	LF				
25	48" Additional 1.5mm	1	LF				
26	54" Additional 1.5mm	1	LF				
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF				
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF				
29	Timber Matting for Large Diameter Setup	1	SY				
30	Internal Reconnection of service connection by robotic cutter	1	EA				
Note: Any CIPP over 54" will be on an individual quote basis.							
Clean/TV & Evaluation for Gravity Sewers							
31	6" - 12" Clean & TV sewer	1	LF				
32	15" - 21" Clean & TV sewer	1	LF				
33	24" - 33" Clean & TV sewer	1	LF				
34	36" & 42" Clean & TV sewer	1	LF				
35	48" & 54" Clean & TV sewer	1	LF				
36	6" - 15" Post TV Inspection after Rehabilitation	1	LF				
37	18" - 27" Post TV Inspection after Rehabilitation	1	LF				
38	30" or Larger Post TV Inspection after Rehabilitation	1	LF				
39	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA				
40	Root Removal	1	LF				
41	Grease Removal	1	LF				
42	Other Remote Obstruction Removal (max. 10 LF)	1	EA				
43	Above Ground Physical Inspection	1	LF				
Bypass for gravity sewers and associated items							
44	Set Up 4" Pump (Per Pump)	1	EA				
45	Set Up 6" Pump (Per Pump)	1	EA				
46	Set Up 8" Pump (Per Pump)	1	EA				
47	Set Up 12" Pump (Per Pump)	1	EA				
48	Set Up 4" Piping	1	LF				
49	Set Up 6" Piping	1	LF				
50	Set Up 8" Piping	1	LF				
51	Set up 12" Piping	1	LF				
52	Set up 18" Piping	1	LF				
53	Operate 4" Pumping System	1	DAY				

APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
54	Operate 6" Pumping System	1	DAY				
55	Operate 8" Pumping System	1	DAY				
56	Operate 12" Pumping System	1	DAY				
57	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA				
58	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA				
59	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF				
60	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF				
61	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF				
62	Bypass Plan (3rd Party Certified)	1	EA				
Value Add: Aqua-Pipe CIPP reconstruction of water mains							
63	6" diameter liner	1	LF				
64	8" diameter liner	1	LF				
65	10" diameter liner	1	LF				
66	12" diameter liner	1	LF				
67	Re-opening of service connections internally	1	EA				
Note: For any required temporary bypass of water service refer to items 86 and 87.							
The following items apply as applicable to sections B thru K and as needed in section A items 1-67:							
68	Mobilization	1	Day				
69	Pre-Construction Vico	1	LF				
70	Erosion Control	1	LF				
71	MOT						
	a) Signage	1	Day				
	b) Flagmen	1	HR				
72	Excavation/Backfill						
	a) 0-4 feet deep	1	Cuft				
	b) 4-6 feet deep	1	Cuft				
	c) 6-10 feet deep	1	Cuft				
73	Trench Shoring						
	a) 4-6 feet deep	1	LF Trench				
	b) 6-10 feet deep	1	LF Trench				
74	Surface Restoration						
	a) Sod	1	SF				
	b) 4-inch concrete	1	SF				
	c) 6-inch concrete	1	SF				
	d) 2-inch asphalt	1	SF				
	e) 3-inch asphalt	1	SF				
	f) Curb	1	LF				
75	Material extras						
	a) Lime Rock	1	Ton				
	b) 57/Washed Stone	1	Ton				
	c) Imported Sand	1	Ton				
	d) Gravel	1	Ton				
B) Pipe Bursting with HDPE for Sewer Lines							
	HDPE DR 17						
76	6-inch diameter	1	LF				
77	8-inch diameter	1	LF				
78	10-inch diameter	1	LF				
79	12-inch diameter	1	LF				
80	14-inch diameter	1	LF				
81	16-inch diameter	1	LF				
82	18-inch diameter	1	LF				
83	20-inch diameter	1	LF				
	Manhole Connections						
84	6-inch	1	EA				

APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
85	8-inch	1	EA				
86	10-inch	1	EA				
87	12-inch	1	EA				
88	14-inch	1	EA				
89	16-inch	1	EA				
90	18-inch	1	EA				
91	20-inch	1	EA				
	Sewer Later Connections						
92	4-inch connection						
	a) 0-4 feet deep	1	EA				
	b) 4-6 feet deep	1	EA				
	c) 6-10 feet deep	1	EA				
93	6-inch connection						
	a) 0-4 feet deep	1	EA				
	b) 4-6 feet deep	1	EA				
	c) 6-10 feet deep	1	EA				
	Clean-out Installation						
94	4-inch	1	EA				
95	6-inch	1	EA				
	Sewer Lateral Pipe Bursting						
96	4-inch	1	LF				
97	6-inch	1	LF				
C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure							
	HDPE DR 11						
98	3-inch diameter DIP	1	LF				
99	4-inch diameter DIP	1	LF				
100	6-inch diameter DIP	1	LF				
101	8-inch diameter DIP	1	LF				
102	10-inch diameter DIP	1	LF				
103	12-inch diameter DIP	1	LF				
	Fittings						
	a) Bends and sleeves, DI						
104	6-inch	1	EA				
105	8-inch	1	EA				
106	10-inch	1	EA				
107	12-inch	1	EA				
	b) Tees, DI						
108	6x6x4	1	EA				
109	6x6x6	1	EA				
110	8x8x4	1	EA				
111	8x8x6	1	EA				
112	8x8x8	1	EA				
113	10x10x4	1	EA				
114	10x10x6	1	EA				
115	10x10x8	1	EA				
116	10x10x10	1	EA				
117	12x12x6	1	EA				
118	12x12x8	1	EA				
119	12x12x10	1	EA				
120	12x12x12	1	EA				
	Gate Valves						
121	4-inch	1	EA				
122	6-inch	1	EA				

APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
123	8-inch	1	EA				
124	10-inch	1	EA				
125	12-inch	1	EA				
126	Fire Hydrants	1	EA				
	Connection at Services						
	a) Up to 1" service, short side up to 5-feet						
127	6-inch main	1	EA				
128	8-inch main	1	EA				
129	10-inch main	1	EA				
130	12-inch main	1	EA				
	b) Up to 2" service, short side up to 5-feet						
131	6-inch main	1	EA				
132	8-inch main	1	EA				
133	10-inch main	1	EA				
134	12-inch main	1	EA				
	c) Up to 1" service, long side up to 25-feet						
135	6-inch main	1	EA				
136	8-inch main	1	EA				
137	10-inch main	1	EA				
138	12-inch main	1	EA				
	d) Up to 2" service, long side up to 25-feet						
139	6-inch main	1	EA				
140	8-inch main	1	EA				
141	10-inch main	1	EA				
142	12-inch main	1	EA				
	e) Additional service length						
143	Over 30-feet x 1"	1	LF				
144	Over 30-feet x 2"	1	LF				
	Note: Service pipe HDPE a premium will be paid for Copper!						
	Line Stops						
145	4-inch	1	EA				
146	6-inch	1	EA				
147	8-inch	1	EA				
148	10-inch	1	EA				
149	12-inch	1	EA				
	Bypass for water main pipe bursting or CIPP lining						
150	2-inch temporary	1	LF				
151	4-inch temporary	1	LF				
152	6-inch temporary	1	LF				
	Temporary service connections for water main bypass						
153	2-inch short side	1	EA				
154	2-inch long side	1	EA				
155	4-inch short side	1	EA				
156	4-inch long side	1	EA				
157	6-inch short side	1	EA				
158	6-inch long side	1	EA				
D) Polyethylene (PE) Sewer Pipe Sliplining							
	PE Pipe DR 22.5						
159	4-inch	1	LF				
160	6-inch	1	LF				
161	8-inch	1	LF				
162	10-inch	1	LF				
163	12-inch	1	LF				
164	Annular Space - Grouting	1	CY				

APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>	Coefficient	Revised Unit Price
165							
E) Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines							
	Pipe String Fusion						
166	4-inch	1	LF				
167	6-inch	1	LF				
168	8-inch	1	LF				
169	10-inch	1	LF				
170	12-inch	1	LF				
	Pressure Testing						
171	4-12 inch	1	LF				
172	Charge Water	1	K-Gals				
	Chlorination						
173	4-inch	1	LF				
174	6-inch	1	LF				
175	8-inch	1	LF				
176	10-inch	1	LF				
177	12-inch	1	LF				
178	BT Test	1	EA				
	Flushing						
179	4-12 inch	1	LF				
180	Charge Water	1	K-Gals				
	Dechlorination						
181	4-12 inch	1	K-Gals				

APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits							
	Swagelining						
	a) Camera						
182	0-10 inch	1	LF				
183	10-24 inch	1	LF				
184	25-36 inch	1	LF				
185	37-48 inch	1	LF				
186	Over 48 inch	1	LF				
	b) Clean						
187	0-10 inch	1	LF				
188	10-24 inch	1	LF				
189	25-36 inch	1	LF				
190	37-48 inch	1	LF				
191	Over 48 inch	1	LF				
	c) Pigging	See item G) Pig Cleaning					
	d) Gauging						
192	0-10 inch	1	LF				
193	10-24 inch	1	LF				
194	25-36 inch	1	LF				
195	37-48 inch	1	LF				
196	Over 48 inch	1	Per-inch				
197	e) Obstruction Removal	1	EA				
	f) Pipe Liner Insertion						
	1) PE 4710 DR 41						
198	4-inch	1	LF				
199	6-inch	1	LF				
200	8-inch	1	LF				
201	10-inch	1	LF				
202	12-inch	1	LF				
203	16-inch	1	LF				
204	18-inch	1	LF				
205	20-inch	1	LF				
206	24-inch	1	LF				
207	30-inch	1	LF				
208	36-inch	1	LF				
209	42-inch	1	LF				
210	48-inch	1	LF				
	2) PE 4710 DR 32.5						
211	4-inch	1	LF				
212	6-inch	1	LF				
213	8-inch	1	LF				
214	10-inch	1	LF				
215	12-inch	1	LF				
216	16-inch	1	LF				
217	18-inch	1	LF				
218	20-inch	1	LF				
219	24-inch	1	LF				
220	30-inch	1	LF				
221	36-inch	1	LF				
222	42-inch	1	LF				
223	48-inch	1	LF				
	3) PE 4710 DR 26						

APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		QTY	Unit	Unit Price	Extension	Coefficient	Revised Unit Price
224	4-inch	1	LF				
225	6-inch	1	LF				
226	8-inch	1	LF				
227	10-inch	1	LF				
228	12-inch	1	LF				
229	16-inch	1	LF				
230	18-inch	1	LF				
231	20-inch	1	LF				
232	24-inch	1	LF				
233	30-inch	1	LF				
234	36-inch	1	LF				
235	42-inch	1	LF				
236	48-inch	1	LF				
	4) PE 4710 DR 21						
237	4-inch	1	LF				
238	6-inch	1	LF				
239	8-inch	1	LF				
240	10-inch	1	LF				
241	12-inch	1	LF				
242	16-inch	1	LF				
243	18-inch	1	LF				
244	20-inch	1	LF				
245	24-inch	1	LF				
246	30-inch	1	LF				
247	36-inch	1	LF				
248	42-inch	1	LF				
249	48-inch	1	LF				
G) Pig Cleaning							
	Foam Pig						
250	0-12 inch	1	LF				
251	13-24 inch	1	LF				
252	25-36 inch	1	LF				
253	37-48 inch	1	LF				
254	Over 48 inch	1	LF				
	Wire Bullet Pig						
255	0-12 inch	1	LF				
256	13-24 inch	1	LF				
257	25-36 inch	1	LF				
258	37-48 inch	1	LF				
259	Over 48 inch	1	LF				
	Blade Scraper Pig						
260	0-12 inch	1	LF				
261	13-24 inch	1	LF				
262	25-36 inch	1	LF				
263	37-48 inch	1	LF				
264	Over 48 inch	1	LF				
H) Time and Material Unit Rates for Change Orders							
	Materials, Subcontractors and Rentals						
265	Markup = 15%						
266	Sales Taxes = Per Jurisdiction						
	Labor						
267	Executive Supervisor	1	HR				
268	Superintendent	1	HR				

APPENDIX A							
All pricing shall include overhead including the R19 fee and profit for each line item.							
		<u>QTY</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>	Coefficient	Revised Unit Price
269	Administrator	1	HR				
270	Crew Chief	1	HR				
271	Equipment Operator	1	HR				
272	Pipelayer - Skilled	1	HR				
273	Pipelayer - Helper	1	HR				
274	Laborer - Unskilled	1	HR				
I) Directional Drilling & Pipe Installation							
275	2-inch	1	LF				
276	4-inch	1	LF				
277	6-inch	1	LF				
278	8-inch	1	LF				
279	10-inch	1	LF				
280	12-inch	1	LF				
281	14-inch	1	LF				
282	16-inch	1	LF				
283	18-inch	1	LF				
284	20-inch	1	LF				
285	24-inch	1	LF				
J) Gravity Sewer CIPP Lateral Renewal Systems							
286	4 inch lateral up to 25 lf	1	EA				
287	6 inch lateral up to 25 lf	1	EA				
288	4 inch tophat installation	1	EA				
289	6 inch tophat installation	1	EA				
K) Manhole Rehabilitation							
290	4 foot diameter	1	VF				
291	6 foot diameter	1	VF				

MPC

Murphy Pipeline

Contract



Education Service Center
Region 19
El Paso & Hudspeth Counties
www.esc19.net

4700 N Pearl Street Jack

Phone 904-764-6887 F

Bid Confirmation Receipt

RFP# 13-6903 Trenchless Tech.

12-06-12A09:13 RCVD

Office: (915) 780-5389 • (915) 780-5019 • Fax: (915) 780-5061
6611 Boeing Drive • El Paso, Texas 79925-1010



EDUCATION SERVICE CENTER-Region 19

6611 Boeing Drive

EL PASO, TEXAS 79925-1010

RFP# 13-6903

REQUEST FOR PROPOSALS

FOR

Trenchless Technology Rehabilitation and Related Items and

Services-ESC Region 19 Purchasing Cooperative

DUE DATE: 12/06/12, 2:00 PM MST

Education Service Center-Region 19
6611 Boeing Drive, El Paso, Texas 79925-1010

RFP #

**Request for Proposals
for
Trenchless Technology Rehabilitation and Related Items and
Services-ESC Region 19 Purchasing Cooperative**

Submittal Deadline and Proposal Opening Deadline:

12/06/12, 2:00 PM MST

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 date. All questions and answers will be posted on <http://www.esc19.net/purchasing/> with your login and password.

ESC-REGION 19 PURCHASING
ALLIED STATES COOPERATIVE
6611 BOEING DRIVE
EL PASO, TX 79925
915-780-5019
FAX: 915-780-5061

NOTICE OF AMMENDMENT

Amendment **no.1** on **Request for Proposal # 13-6903** titled – Trenchless Technology Rehabilitation and Related Items and Services - ESC Region 19 Purchasing Cooperative which closed **December 6, 2012 at 2:00 PMMST** requires the following document to be completed, signed, and returned, as it will become a part of your company's contract with Allied States Cooperative. Your signature will serve as acceptance/agreement to this amendment of the contract award:

3.1.6 Bonding Requirements (page 23 of 56)

The estimated bond amount for each project will be listed as a separate line item in the Purchase Order and not included as part of the line item estimate. At the end of the project and prior to project close out, the bond shall be reconciled for the project to its actual cost.

All other conditions remain the same.

ANDREW MAYER

(Authorized Name)

(Printed Name) MURPHY PIPELINE CONTRACTORS INC

(Company Name)

(Date Accepted)

Date of addendum: February 6, 2013

Approved by: Royce Cleveland, Purchasing Manager

Please retain a copy of this amendment for your records and return to the attention of:
Royce Cleveland, Purchasing Manager, ESC-Region 19 Allied States Cooperative

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APPENDIX A

TAB 1 - INTRODUCTION

1.1 NOTICE OF INTENT

It is the intent of Texas Education Agency Region 19 (R19) to award a **national contract that satisfies the needs of participating governmental entities in the purchase of Trenchless Technology Rehabilitation and Related Items and Services**. 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 of Proposal** section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

This contract will provide Trenchless Technology Rehabilitation and Related Items and Services to educational institutions and other government agencies, including, but not limited to:

1. Items and Services
 - a. Cured-In-Place Pipe (CIPP) Reconstruction of Sewers,
 - b. Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains,
 - c. Pipe-bursting with HDPE for Sewer Lines,
 - d. Pipe-bursting with Pre-chlorination for Water Main Replacement Procedure,
 - e. Polyethylene (PE) Sewer Pipe Sliplining,
 - f. Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines,
 - g. HDPE Tight-Fitting Liner Renewal of Pressure Pipe Lines,
 - h. Manhole Rehabilitation,
 - i. Gravity Sewer CIPP Lateral Renewal System
2. Value Add – R19 is soliciting value added items related to Trenchless Technology Rehabilitation and Related Items. 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 provide pricing. Failure to include applicable specifications may result in disqualification of the Vendor's response to this RFP. Additionally, with their response to this RFP, Vendor shall include a copy of the NSF International certification to NSF/ANSI 61 document for the product proposed above for "b. Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains." Only products with certification by NSF to NSF/ANSI 61 and listed as certified on the NSF website, www.nsf.org, shall be allowed.

R19 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 Arizona Title II Chapter 7 Intergovernmental Operations Article 3 Joint Exercise of Powers; and New Mexico, Chapter 11 Intergovernmental Agreements and Authorities Article 1 Joint Powers Authority.

- 1.1.1 **The initial base term of the prospective contract is a period of one calendar year, and R19 may elect to extend any contract awarded pursuant to this RFP for up to four additional one-year renewal terms.** TEX. GOV'T. CODE § 2267.409. In compliance with TEX. GOV'T. CODE § 2267.403(b), R19 is establishing the maximum annual aggregate contract price for all contracts awarded under this RFP for the entire R19 cooperative program at \$100 million (no work is guaranteed under this contract).
- 1.1.2 In this RFP and in the Contract, the following terms shall mean as follows [which includes definitions established by the Center for Job Contracting Excellence]:
 - a. **"R19" means the ESC-Region 19, of the Texas Education Agency (a state agency) established under the laws of the State of Texas; 6611 Boeing Drive, El Paso, Texas 79925-1010.**

- b. **"R19"** means R19, a cooperative purchasing program and division of R19.
- c. **"R19 member(s)"** means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, 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 R19, 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.
- d. **"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 R19. 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.
- e. **"IDIQ"** is an abbreviation for "Indefinite Delivery Indefinite Quantity". IDIQ is the 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.
- f. **"Contract"** means the contract terms and conditions in the **Contract Terms and Conditions** section, as further defined in the Entire Agreement provision.
- g. **"Supplemental Contract"** means a separate, supplemental contract entered into between a R19 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 R19 contract that may add additional scope and/or requirements agreed to by the member and the contractor may be a Supplemental Contract.
- h. **"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.
- i. **"R19 Administrative Fee or R19 Fee"** means the fee paid by Vendors to R19 to fund the total cost of the R19 program. R19 will invoice the Vendor on a monthly basis for the R19 Administrative Fee. The R19 Fee must be included in the Vendor's price coefficient and **will not be issued as a separate line item in any Job Order Proposal issued to R19 members**. Vendors must pay the R19 Fee within thirty days of the completion of any Job Order. If the Job Order has progress payments, the Vendor is required to pay the R19 Fee in proportion to progress payments within thirty days of the invoice date.
- j. **"Coefficient"** means the Vendor's coefficient multiplier that is applied to the local City Cost Index and the total sum of line item estimates for each individual Job Order, including all overhead items, such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, R19 administrative fee, final site cleanup and all contingencies, as well as all costs to the Vendor associated with program/project management, administration, and jobsite supervision.
- k. **"Scope of Work or SOW"** is the specific work that has been agreed to be undertaken and accomplished by Vendor for R19 or the R19 member via the Delivery Order process.
- l. **"Delivery Order or DO"** means the Scope of Work approved from the Job Order Proposal and reviewed and approved in writing by R19 or the R19 member for the Purchase Order.

- m. **"Purchase Order or PO"** means R19's or the R19 member's written approval for the Vendor to proceed with the negotiated Delivery Order. Special terms and conditions agreed to by the Vendor and R19 or the R19 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 R19 or the R19 member and the Vendor. TEX. GOV'T. CODE § 2267.
- n. **"Vendor's Project General Manager (PGM)"** is the senior member of the Vendor's team and will be the ultimate interface between R19 and R19 members and Vendor.
- o. **"Vendor's Delivery Order Manager"** reports to the PGM and is the day-to-day field supervisor working with the Job Orders, proposals (estimates), subcontractors and interfacing with R19 or the R19 member.
- p. **"Vendor's Key Staff Members"** are critical to the quality, implementation, and successful support and execution of the contract and will be evaluated by R19. Vendor's Key Staff Members typically include the PGM, Delivery Order Managers, Business Manager, Safety/Environmental Manager, Quality Assurance/Quality Control Manager, and Marketing Manager.
- q. **"Premium Hours"** means those hours not included in Regular Hours or federal holidays. Premium Hours must be approved by R19 or the R19 member for each Delivery Order and noted in the Job Order Proposal as a line item during negotiations.
- r. **"Regular Hours"** means the hours between 7 a.m. and 6 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.

1.2 INTRODUCTION TO R19

1.2.1 Description of R19 members

- 1.2.1.1 Contract(s), if any, awarded as a result of this RFP will be available for use by R19 and R19 members to access on an "as needed" basis from a list of contracts that have been competitively procured and awarded to Vendors by ESC R19's Board of Trustees through delegation and affirmation.
- 1.2.1.2 By using a purchasing cooperative such as R19, eligible entities can provide the 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 the 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 R19 member and the Vendor.
- 1.2.1.3 Pursuant to TEX. GOV'T. CODE Chapter 791, the Interlocal Cooperation Act, and similar statutes of other states, R19 and R19 members participate in an Interlocal Contract to provide governmental functions and services, including procurement services, which permits R19 members to make purchases using contracts procured by R19. 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).

1.2.2 Financing of R19

- 1.2.2.1 R19 does not charge membership fees to R19 members.
- 1.2.2.2 The total cost of the R19 program is funded through the R19 Administrative Fee paid to R19 by Vendors. The R19 Fee is based on a percentage of vendor sales, less special insurance and required bonding, if applicable.
- 1.2.2.3 R19 will provide limited oversight in assisting both R19 members and Vendors in marketing to R19 members, training (education), and provide, at a minimum, an annual review of each Vendor. This service will be paid for out of the R19 Fee. R19 will not market or sell directly for Vendors.

1.2.3 Applicable Laws, Codes and Regulations

1.2.3.1 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.").

1.2.4. R19 Procedures

- 1.2.4.1 Contracts are awarded through open competition in compliance with applicable procurement rules and regulations.
- 1.2.4.2 R19 or the R19 member sends a Proposal Request to the Vendor.
- 1.2.4.3 The Vendor prepares and sends R19 or the R19 member its Proposal, which includes the line-item estimate for the project as defined in the UPB and a written Scope of Work for services to be performed and/or products to be delivered.
- 1.2.4.4 The Vendor and R19 or the R19 member then agrees on a Delivery Order.
- 1.2.4.5 The Vendor and R19 or the R19 member agrees on a Purchase Order referencing the R19 contract. No other contract forms may be used, such as AIA documents or forms, 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 R19 members to the Vendor and to R19, where they are logged and filed.
- 1.2.4.6 The Vendor delivers product(s)/service(s) directly to R19 or the R19 member and then invoices R19 or the R19 member.
- 1.2.4.7 The Vendor receives payment directly from R19 or R19 member.
- 1.2.4.8 The Vendor reports the administrative fee to R19 and pays the fee to R19.

TAB 2 - 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.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by R19 and eliminated from further consideration.

CONTRACT BETWEEN ESC-R19 and

Murphy Pipeline Contractors, Inc ("Vendor")

for

Trenchless Technology Rehabilitation and Related Items and Services

This Contract is entered into between R19 and Vendor, having submitted a proposal in response to RFP #13-6903 issued by R19 and whose proposal has been accepted and awarded by R19. 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, R19 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 three (3) percent except as noted otherwise in the RFP.

2.1 Definitions

The terms used in this Contract shall have the meanings assigned to them in **Notice of Intent** of the RFP.

This contract is comprised of the following documents:

- a. Contract with general terms and conditions
- b. RFP in its entirety
- c. Vendor's Proposal
- d. Any additional points negotiated prior to award and/or signed amendments

2.2 Use of Contract by R19 members

Vendor agrees and understands that this RFP and Contract may be used to accomplish work for R19 and R19 members. See TEX. GOV'T. CODE § 2267.407.

2.3 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 R19 member and Vendor. No amendment of this Contract shall be permitted unless and until first approved in writing by R19 and, if necessary, the R19 member(s), and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the R19 Director or his designee.

2.4 Term of Contract; Renewal of Contract

The initial term of this Contract is for a period of one (1) year, with R19 having the option to renew the Contract for four (4) additional one-year terms, at R19'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.

2.5 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 R19 and Vendor. In the event of a breach or default of the Contract and/or the RFP by Vendor, R19 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 R19 and/or R19 members. R19 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. R19 also reserves the right to terminate the Contract immediately, with written notice to Vendor, if R19 believes, in its sole discretion that it is in the best interest of R19 and/or R19 members to do so.

Vendor agrees that R19 shall not be liable for damages in the event that R19 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.

2.6 Buy America Act; Prevailing Wage Rates

R19 and R19 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.

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 R19 or an R19 member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by R19 or the R19 member.

Change Orders

Pursuant to TEX. EDUC. CODE § 44.0411(a), for R19 and R19 members that are Texas school districts, if a change in plans or specifications is necessary after the performance of a Job Order 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 R19 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 R19 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.

2.7 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 R19 and/or R19 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 R19 member at cost as part of the Purchase Order, unless the permits are provided by the R19 member. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the R19 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 R19 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 R19 or an R19 member, Vendor shall furnish R19 and/or the R19 member with satisfactory proof of Vendor's compliance with this provision with a "certified payroll". It is the members obligation to inform the contractor of this requirement and note it in the purchase order. Additionally, all vendor will complete a Felony Conviction/Debarment Notice/ Clean Air & Water Act Notice provided by R19 at the time proposals are submitted for consideration of award.

2.8 Confidentiality

Vendor and R19 agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and R19 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 R19 and numerous R19 members are subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability R19 and R19 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, R19, or an R19 member and determined by R19 or the R19 member, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

2.9 Performance and Payment Bonds

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 R19 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 R19 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 R19 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.

2.10 Title and Risk of Loss

Whenever R19 or an R19 member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of R19 or the R19 member's acceptance of the product or payment of the applicable invoice.

2.11 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 R19's or the R19 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.

2.12 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 R19 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 R19 or at R19 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 R19 to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

2.13 Customer Support

Vendor shall provide timely and accurate technical advice to R19 staff and R19 members. Vendor shall provide reasonable training to R19 staff and/or R19 members regarding products and/or services supplied under this contract by the Vendor, at no additional charge, if requested by R19 or an R19 member.

2.14 R19 and/or R19 Members' Property

In the event of loss, damage, or destruction of any property owned by or loaned by R19 or a R19 member that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify R19 or the R19 member and pay to R19 or the R19 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 R19's or the R19 member's determination of the amount due. If Vendor fails to make timely payment, R19 or the R19 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 R19 or the R19 member.

2.15 Tax Exempt Status

R19 and all R19 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 R19 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. R19 and R19 members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

2.16 Other State Tax Requirements

2.16.1 Payment of Taxes by R19 Members Outside of Texas – R19 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 R19 member.

2.16.2 State and Local Transaction Privilege Taxes – The R19 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 R19 and/or the R19 member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

2.17 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.

2.18 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 R19 and the R19 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.

2.19 IRS W-9

To receive payment under this Contract, Vendor shall have a current I.R.S. W-9 Form on file with the R19 and R19 member.

2.20 Assignment of Contract

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of R19. 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 R19 and, if applicable, the R19 member.

2.21 Notification of Material Change

Vendor is required to notify R19 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.

2.22 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.

2.23 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to R19 and R19 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 R19 and any such subcontractor, nor shall it create any obligation on the part of R19 or R19 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.

2.24 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 R19 or any R19 member by this Contract, R19 and R19 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 R19 or any R19 member if it is determined by R19 or any R19 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 R19 and R19 members only.

2.25 Ordering Procedures

Purchase Orders are issued by R19 and/or R19 members to the Vendor according to this Contract and any Supplemental Contract between R19 and the R19 member. R19 members must send Purchase Orders to R19, unless otherwise stipulated by R19. R19 may request confirmation of receipt of the Purchase Order from Vendor.

2.26 Invoices; Payments

2.26.1 Vendor shall submit invoices, in duplicate, directly to R19 or the R19 member at the appropriate location(s) specified by R19 or the R19 member. Each invoice shall include R19's or the R19 member's Purchase Order number and R19 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 R19's or the R19 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 R19's or the R19 member's receipt shall be made available upon request by R19 or the R19 member.

2.26.2 R19 or the R19 member will make payments directly to Vendor. R19 or the R19 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 R19 nor any R19 member shall be liable for the indebtedness of any one R19 member.

2.26.3 TEX. GOV'T. CODE § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by R19 and or any R19 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 R19 or the R19 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 R19 or the R19 member receives an invoice for the products or service. For R19 members whose governing bodies meet more than once a month or more often, payments are due by those R19 members **within thirty (30) days** after the later of the following: (1) the date the R19 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 R19 member receives an invoice for product(s) or service(s). Vendor agrees to pay any subcontractors the appropriate share of the payment received from R19 or the R19 member not later than the **tenth (10th) day** after the date the Vendor receives the payment from R19 or the R19 member.

The exceptions to payments made by R19, an R19 member, and/or Vendor listed in TEX. GOV'T. CODE § 2251.002 shall apply to this Contract.

2.27 Reporting

The Vendor shall provide R19 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 R19. 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 R19 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, R19 member name, city/town, and Purchase Order total dollar amount. Reports shall be submitted in an electronic format to R19 at 6611 Boeing Drive, El Paso, Texas 79925-1010, or electronically mailed to rcleveland@esc19.net with a return receipt request requirement.

2.28 Pricing Changes

See RFP specifications and discussion of non-pre-priced items per UPB.

2.29 R19 Administrative Fee

R19 will invoice Vendor, on a monthly basis, for the R19 Administrative Fee of two (2) percent. R19 desires to provide quality contractors with its program. The invoice will be based on total sales made through this Contract. Vendor shall remit payment of the R19 Fee to R19 no later than **thirty (30) days** following the end of the month. Failure to pay the R19 Administrative Fee in a timely manner may result in Vendor breaching this Contract and may result in R19 suspending or terminating this Contract. Vendor shall honor and pay R19 the R19 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 R19'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 R19 administrative fees.

2.30 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 R19 and/or R19 members under this Contract. These records and accounts shall be retained by Vendor and made available for review by R19 and R19 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 R19 or the R19 member of Vendor's final invoice or claim for payment in connection with this Contract, or the date R19 or the R19 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.

2.31 Right to Review, Audit and Inspect

R19, R19 members, any federal agency that has awarded federal funds/grant(s) to R19 or an R19 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. Building Facilities Solutions LLC (BFS), as administrator of this contract for R19, will perform at least one annual audit. 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 R19 and/or R19 member(s) in connection with the Vendor's work for R19 and/or R19 members, and shall be open to inspection and subject to audit/review and/or reproduction by R19, R19 member, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- 2.31.1 Vendor's compliance with this Contract and the requirements of the RFP.
- 2.31.2 Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for R19 and/or R19 members.
- 2.31.3 Compliance with provisions for computing billings to R19 and/or to R19 members.
- 2.31.4 Any other matter related to this Contract.

2.32 Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS R19 AND EACH R19 MEMBER, INCLUDING R19'S AND R19 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 R19 OR THE R19 MEMBER.

2.33 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 R19 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 R19 but involving an R19 member and Vendor shall be governed by the laws of the state of the R19 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 R19 member.

2.35. Multiple Contract Awards; Non-Exclusivity

In accordance with TEX. GOV'T. CODE § 2267.406, R19 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 R19. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to R19 and/or R19 members. During the Term of this Contract, R19 and R19 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 R19 member may complete Delivery Orders between R19 JOC Vendors or other JOC contractors for delivery orders in violation of State law.

2.36 New Products

New Products and pricing, or non-pre-priced, will be handled as defined in the UPB (RS Means).

2.37 Promotion of Contract Marketing Plan

The marketing of Vendor's company, product, and/or services shall be the sole responsibility of Vendor. R19 may only supply Vendor with R19 members' contact lists that contain name, address, phone numbers, and/or email addresses. Other items geared toward the joint-marketing of R19 and Vendor's company, product, and/or services shall be at R19's sole discretion. Encouraging R19 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 R19 seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to R19 and obtain written approval before Vendor finalizes or publishes promotional material bearing the R19 or R19 name or seal. Vendor may not release any press release or other publication regarding this Contract or R19 unless and until R19 first approves the press release or publication in writing.

2.38 Website Support

Vendor agrees to cooperate with R19 in publicizing contract particulars on the R19 website. Vendor also agrees to work with R19 in updating and maintaining current information on Vendor activities related to the Contract on the R19 website. Vendor agrees to provide an electronic version of its logo for use on the R19 website upon request and provide other information as reasonably requested by R19 to help ensure that the R19 website is current and consistently updated.

2.39 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 R19, R19 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 R19 or R19 members. Vendor shall indemnify and hold R19 and/or the R19 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.

2.40 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 R19 and R19 members' property, nor may such workers be intoxicated or under the influence of alcohol or drugs on R19 and R19 members' property.

2.41 Supplemental Contracts

A R19 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 R19 member and Vendor and shall have no effect or impact on R19, any other R19 member, or this Contract. Any Supplemental Contract between Vendor and a R19 member is exclusively between that specific R19 member and Vendor and will be subject to immediate cancellation by the R19 member (without penalty to the R19 member) if, in the opinion of the R19 member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract.

2.42 Insurance

Vendor is required to provide R19 and/or the R19 member with copies of certificates of insurance, naming R19 and/or the R19 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 R19 and/or the R19 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 R19 member is located, and shall be acceptable to R19 and/or the R19 member. Vendor shall give R19 or the R19 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 R19 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 R19, R19 members, and R19 and R19 members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to R19 and/or to R19 members.

R19 and the R19 member, as requested, shall be named as an "additional insured" on insurance policies.

R19 and the R19 member reserve the right to require additional insurance should R19 or the R19 member deem additional insurance necessary, in their sole discretion.

- Workers Compensation (with waiver of subrogation to R19 and the R19 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.

2.43 Participation in R19

Vendor acknowledges and agrees that continued participation in the R19 cooperative purchasing program is subject to R19's sole discretion and that Vendor may be removed from the R19 program at any time, with or without cause, in R19'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 R19 and Vendor may be construed as a guarantee that R19 or R19 members will submit any Purchase Order to Vendor at any time.

2.44 No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of R19 and R19 members, is an independent contractor, and is not an employee, agent, joint venture, or partner of R19 or any R19 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 R19 and Vendor, any R19 member and Vendor, R19 and any of Vendor's agents, or any R19 member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of R19 or any R19 member, and R19 and R19 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 R19 and R19 members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

2.45 Equal Opportunity

It is the policy of R19 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.

2.46 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.

2.47 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.

2.48 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.

2.49 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 R19 member may be established to further detail the terms and conditions of the R19 member's specific project. In the event of a conflict between this Contract and the Supplemental Contract, as to R19, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the R19 member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise. This supplemental contract may be added to the R19 member's purchase order as an addendum.

2.50 Interpretation

Vendor agrees that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.

2.51 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.

2.52 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

Murphy Pipeline Contractors, Inc.

4700 N. Pearl St.

Jacksonville, FL 32206

904-764-6887

904-

tom@murphypipelines.com

J. Hayes

Tom Hayes

Vice President / General Manager

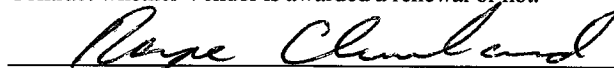
Todd Grafenauer

toddg@murphypipelines.com

www.murphypipelines.com

Accepted by R19Term of Contract December 14, 2012 to December 31, 2017

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 R19 and Vendor. Vendor shall honor all R19 Administrative Fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.



R19 Authorized Signature

Date

December 21, 2012

Printed Name:

Royce ClevelandPurchasing Manager

TAB 3 - SCOPE

It is the intention of R19 to establish a national annual contract to furnish and/or deliver trenchless technology rehabilitation and related items and services for R19 members. Proposers are requested to submit a proposal for offering 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.

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. R19 reserves the right to award multiple secondary vendors if vendors offer items that are unique and have value to R19 members.

R19 will invoice the vendor, on a monthly basis, for the administrative participation fee of three (3) percent. The invoice will be based on total sales made through the R19 contract with the vendor. The vendor shall remit payment to R19 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.

R19 expects to contract with responsible firm or firms to provide trenchless technology rehabilitation and related items and services to its member(s) basis. The work includes trenchless technology rehabilitation and related items and services for wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.

R19 will consider a statewide/national contract for environmental remediation, clean-up and re-build using RS Means. 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.

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

Evaluation of proposals: A committee will review and evaluate all proposals and make a recommendation to the R19 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. R19 will base the recommendation for contract award on the factors as listed in this RFP.

TAB 3 - SPECIFICATIONS

It is the intention of R19 to establish one or more national contracts to furnish and/or deliver trenchless technology rehabilitation items and services for R19 and/or R19 members seeking contractors who possess licenses in their states (where required) to provide and perform this work.

3.1 INSTRUCTIONS TO VENDORS

3.1.1 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.

3.1.1.1 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. **Nine (9)** tabs

should be used to separate the proposal into sections, as identified below. Proposals should be direct, concise, complete, and unambiguous. Vendors failing to organize proposals in the manner requested may be considered non-responsive and may not be evaluated. The Vendor is responsible for ensuring that R19 has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

3.1.1.2. Binder Tabs

- 1) RFP document, including signed Signature Form and all attachments. **Vendors must include all pages of the published proposal document. Failure to do so may result in disqualification.**
- 2) Description of Product(s) and/or Service(s); Description of Value-Added Product(s) and/or Services(s); Project General Manager and Key Staff; Corporate Resources and Commitment
- 3) Warranty/Guarantee
- 4) Insurance and Bonding
- 5) Safety Plan; Quality Assistance/Quality Control Program
- 6) References/Certificates
- 7) Safe and Secure Schools Plan
- 8) Pricing; Paper and Electronic Catalog/Price Lists
- 9) Attachments

3.1.1.3 Proposal Response Location

Proposals shall be received no later than the submittal day and time deadline at the Receiving Front Desk at R19, 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.**

3.1.1.4 Submission of Proposals

R19 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. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. **Copyrighted proposals are unacceptable and may be disqualified.**

3.1.1.5 Required - Four (4) Bound Original and Signed Copies of the Proposals

- 1 - electronic copy of response on compact disc (CD) or USB flash drive
- 1 - electronic copy of price list
- 1 - hard copy of price list
- 1 - hard copy of any catalog or specification, if requested in the RFP

3.1.1.6 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 | (5) Vendor's Name |
| (2) RFP Title | (6) Vendor's Address |
| (3) Submittal Deadline Date | (7) Vendor's City, State, and Zip |

(4) Submittal Deadline Time

Proposals will be opened in public at R19, 6611 Boeing Drive, El Paso, Texas 79925-1010, immediately following the deadline. Proposals will be read aloud, listing only the responding Vendors.

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

Describe product(s) and/or service(s) the Vendor is proposing to provide R19 and R19 members. Provide a matrix that will allow R19 to readily appraise the Vendor's products and/or services offering versus other Vendors, if available.

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

Include any additional information Vendor believes R19 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.

3.1.4 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.

3.1.4.1 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.

3.1.4.2 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.

3.1.4.3 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 R19 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.

3.1.5 **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:

- 3.1.5.1 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?
- 3.1.5.2 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 R19 members?
- 3.1.5.3 Does the company have orderly business procedures and a business manager assigned to this program that will conform to the RFP?
- 3.1.5.4 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?
- 3.1.5.5 Has the company committed the people long term to this program for continuity? Do they understand the right of R19 or R19 Member to approve any proposed changes in key and reserves the right to remove vendor personnel for any reason?

3.1.6 **Bonding Requirements**

Vendor must describe its bonding capacity and Vendor's maximum level of bonds that it may obtain at any one time. Vendor must submit a letter from a surety company that is licensed to do business in the State of Texas attesting to its willingness to bond Vendor for \$2 million. Companies should provide documentation (letters) for their maximum use under this contract. Vendors may need to provide additional capacity as Job Orders increase. The actual cost of the bond will be a pass-through to the R19 member and added to the Purchase Order.

3.1.7 **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 R19 member's staff; and the management of safety and environmental issues while working in occupied areas.

3.1.8 **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.

3.1.9 Safe and Secure Schools Plan

It is the policy of R19 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 R19 or R19 members' property**
All R19 and most R19 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 R19 or R19 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.

3.1.10 References

List references, including the customer name, contact, and phone number of at least 5 past customers who are capable of giving a performance review of Vendor.

3.1.11 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).

3.1.12 R19 Reservations

- a) Cancel this solicitation in whole or in part, at the sole discretion of R19.
- 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 R19 and/or R19 members.
- e) Waive any formalities, technicalities, or other defects if deemed in the best interest of R19 and/or R19 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 R19 sole discretion.
- h) In auditing projects completed by the vendor, R19 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.

3.1.13 Financial Responsibility

R19 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.

3.1.14 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.

3.2 CONTRACT SPECIFICATIONS

3.2.1 Categorical Definitions

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to the Unit Price Book. When a specific project is issued, the R19 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 coefficient 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 R19 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.

If an order issued under this RFP requires **architectural or engineering services** that constitute the practice of architecture within the meaning of Chapter 1051, Texas Occupations Code, or the practice of engineering within the meaning of Chapter 1001, Occupations Code, the R19 member must select or designate the architect or engineer to prepare the construction documents for the project.

Vendors are encouraged to take Delivery Orders of \$10,000 or more and are encouraged to work with the R19 member to identify any work that may be available of any size. RS Means will be the unit price book for this RFP, using the most recent edition RS Means' right hand column ("Total Inc. O&P"), including any quarterly updates provided. All line items provided in Delivery Order proposals are to be carried out to the UPB 12-digit line number. Vendors, at their expense, will make copies of the UPB available to R19 members upon request via electronic or printed 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 R19 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 shall include all overhead items, including but not limited to, project management, office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance, transportation, maintenance, R19 Fee, final site cleanup and all contingencies. **Vendor's proposed coefficient must be less than 1.0 and rounded to a whole percentage (two places) or it will be deemed to be non responsive.**

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 R19 member. This should be avoided and will be looked for during R19's contract compliance audit/review.

3.2.1 General Information

3.2.3.1 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 R19 member. Vendor shall promptly, and before conditions are disturbed, give written notice to the R19 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 R19 member, as well as from the drawings and specifications.

The R19 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, unless such understanding or representations by the R19 member are expressly stated in the Purchase Order.

3.2.3.2 Record "AS BUILT" Drawings

Vendor shall review all drawings furnished to Vendor immediately upon receipt and shall promptly notify the R19 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 R19 member (or R19, if the work is for R19) 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 may or may not charge for this additional service.

3.2.3.3 Purchase Order Process

- a) The R19 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 R19 member as soon as possible, but at least within two business days. As projects are identified, the Vendor will participate in a joint scope meeting, at which time a 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 R19 member's site and conduct a walk-through/project scoping with the R19 member's representative to define the Scope of Work. Vendor shall perform due diligence to request and gather pertinent information, including existing conditions and R19 member documents, including, but not limited to, hazardous materials/environmental surveys and other relevant documents.
- b) The Vendor will prepare a Proposal for the project including a price proposal, schedule, written Scope of Work, including the UPB and the UPB's 12-digit line number, using an automated software system (Cost Works) that will provide a line item estimate of the individual tasks, the

quantities, the city cost index, Vendor's bid coefficient, and any applicable cost additions (including any possible division one line items) and 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 UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage. Each Proposal shall be good for a period of 30 days unless an extension is agreed to by Vendor and the R19 member.

- c) R19 and/or the R19 member will review the Proposal and may request changes. Once an acceptable Proposal and Scope of Work have been agreed to, the R19 member may issue a Purchase Order for the project, which must be signed by Vendor and the R19 member as a lump sum fixed price contract. TEX. GOV'T. CODE § 2267.410(a) ("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 R19 member that is a governmental entity, as defined in Chapter 2267 of the Texas Government Code, must notice and approve in open session each job, task, or purchase order that exceeds \$500,000.**

In Arizona, any project exceeding \$1million must also be approved by the governing body.

- d) **Vendor is required to ensure that the Purchase Order for the project includes the following:**
- The lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. 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 R19 member's authorized representative immediately.
 - Compensation for received products, terms of progress payments, and a schedule of payments. The R19 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 must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through R19 as allowed in the Contract or RFP.
 - A schedule for performance of work that can be met without planned overtime, which shall be Vendor's responsibility.
 - Monthly progress reports must be given to the R19 member by the Vendor. The specifics of what is reported should be described in the Purchase Order.
 - Terms for acceptance by the R19 member and title to work must be clearly agreed upon and described. If any part of the construction requires the R19 member to assume control prior to the completion, this must be defined. Vendor and the R19 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 R19 member concerning retainage or a substitute security, which must be in full compliance with the state requirements of the R19 member, meeting TEX. GOV'T. CODE Chapter 2252, the governing jurisdiction.
- e) After the Purchase Order is signed, a copy of the Purchase Order shall be sent to R19 along with any changes made prior to project completion.

- f) Each individual Purchase 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 Hours, the project completion time, and the price to be paid for the work.
- g) 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 R19 member and added as an addendum to the purchase order or a new purchase order generated.
- h) No work shall be performed until a written Purchase Order has been signed by the Vendor and the R19 member. Any work performed under a Purchase Order before the Vendor's receipt of the written Purchase Order is at the Vendor's risk.
- i) Under emergency conditions, a portion of the Scope of Work may be issued orally by the R19 member's authorized representative, who will confirm the oral order by issuing a written Purchase Order within ten days. In the event of an emergency, Vendor will endeavor to meet with the R19 member within two hours (if possible), expediting these procedures with verbal Purchase Order and a signed field book by the R19 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 work.
- j) **Quality Control Issues**
 - During the course of the Purchase Order, the R19 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 R19 member shall pay the cost.
 - Upon completion of the project, the Vendor shall deliver to the R19 member all associated as-built drawings, warranties, and owner's manuals/instructions.
- k) 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 R19 member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.
- l) **Freight, Delivery, Inspection & Acceptance** All deliveries shall be **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal. Deliveries shall be made during R19 or the R19 member's Regular Hours.

After a contract has been awarded, Vendor(s) shall deliver the products or services procured on this Contract to R19 or the R19 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 R19 or the R19 member for the delayed delivery.

If defective or incorrect products are delivered, the R19 member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the R19 or the R19 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.

R19 or the R19 Member issuing the Purchase Order may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency requested. However, if Vendor is unable to fulfill the emergency delivery request, R19 or the R19 member may procure its needs from alternative sources without penalty.

- m) When the Purchase Order has been completed, the Vendor shall notify the R19 member and have the R19 member inspect the work for acceptance under the scope and terms in the Purchase Order. The R19 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 R19 member. The vendor should strive to have a zero punch list policy.
- n) The Vendor may not refuse to perform any project requested by a R19 member unless such project is unlawful or they are unqualified to perform the project. In those cases they should consult with R19 and the member about possible options.
- o) The R19 member reserves the right to reject a Proposal or cancel a project for any reason. The R19 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.
- p) The member may not use any of the vendor's drawings, scope, line item estimate, or pricing in negotiations with other contractors. They may not bid already awarded (contracted) R19 JOC contractors against each other or other contractors in violation of State law. If negotiations fail with a contractor, the R19 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).

3.2.4 Debris and Cleanup

- 3.2.4.1. On a daily basis during the progress of the work for an R19 member, the Vendor must remove and dispose of the resultant dirt and debris and keep the premises clean.
- 3.2.4.2 The Vendor shall, upon completion of the work, remove all equipment and surplus materials (except materials or equipment that are to remain at the R19 member's property), and leave the premises in a clean, neat, and orderly condition satisfactory to the R19 member.

3.2.5 Materials and Workmanship

- 3.2.5.1 Unless otherwise specifically provided in a Purchase 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 accepted practices for pipeline and associated items within the scope of this RFP. 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 R19 member finds to be equal to that named. To obtain approval to use a different equipment, material, or

process, the Vendor must furnish the R19 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 R19 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 R19 member, except for any completed unit of work which may have been previously accepted by the R19 member.

3.2.5.2 After presentation of the line item estimate for the delivery order the Vendor must obtain the R19 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 R19 member or as required by the RFP by the Vendor reviewing the delivery order estimate with the R19 member.

3.2.5.3 All work must be performed in a skillful and workmanlike manner. The R19 member may, in writing, require the Vendor to remove from the worksite any employee the R19 member deems incompetent, careless, or otherwise objectionable. R19 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.)

3.2.6 Associated Project Support Requirements

3.2.6.1 The purchase, delivery, and storage of project construction materials must not interfere with the R19 member's operations.

3.2.6.2 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 (Cost Works) that is compatible with the currently utilized edition of RS Means, and the current edition of RS Means. Updates of quarterly RS Means software or revised yearly editions will be allowed.

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

3.2.7.1 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 R19 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.

TAB 4 - PRICING

- 8.1 Pricing will be evaluated based upon a bid coefficient against the national R.S. Means Construction Cost Data book that will use the right hand column that includes the overhead with the R19 fee included as well as profit that will be applied against the local city cost adjustment factor (Quarterly updates will be allowed). The other costing method is for items not found in the cost book and will be used for the items found in Appendix A. Fill out the form for each line item as stated. A market basket survey will be conducted with random items being selected for a comparison between respondents. These will be evaluated on the mean average cost for the items used in the survey. The national consumer cost index will be used as an annual adjustment factor for these items.

It should be noted that pricing is only one factor considered in making an award. (See Evaluation criteria)

The vendor will submit their pricing and one coefficient as its bid for the R19 contract. The contractor should use the information provided in the RFP to help establish their overhead and profit (O/P). The R19 2% fee is to be added into the vendor's overhead and not shown as a line item. The UPB for the contract is R.S. Means Construction Cost Data Book as outlined in the RFP. The coefficient to include will be applied against the right hand column in the UPB. The closest City Cost Index (using the appropriate ZIP code) will apply for the location of the member's project for the Regions Cost Adjustment Factors. (See Specifications for Instructions for Vendors.)

Bid Coefficient

National Contract

Regular Time . 94

Premium Time . 94

NOTE: Coefficients of 1.0 or higher will be deemed non-responsive. All coefficients must be rounded to two places only.

Example: .853 would be rounded to .85

Holidays may vary by state. It is the contractor's responsibility to have premium hours and days approved by the member.

TAB 5 - EVALUATION AND AWARD OF PROPOSALS

5.1 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 R19 to be the best value to R19 and to R19 members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

5.2 Competitive Range

It may be necessary for R19 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.

5.3 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.

5.4 Clarification and/or Discussions

R19 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 R19 and Vendor can also take place after the initial receipt of proposals. R19 reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. R19 will not assist the Vendor in the revision or modification of its proposal, nor will R19 assist the Vendor in bringing its proposal to the same level of other proposals received by R19.

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 R19 website. Questions will not be answered verbally or by phone.

5.5 No Guarantee of Quantities

R19 makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. R19 makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.

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

R19 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 R19 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.

5.7 Formation of Contract (Execution of Offer)

A response to this RFP is an offer to contract with R19 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 R19 Board of Trustees or signed by their designee (R19's Director). The Vendor must submit the signed Signature Form, thus eliminating the need for the formal signing of a separate contract.

5.8 Multiple Awards

R19 reserves the right to award contracts to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with R19. R19 may make multiple awards; this fact should be taken into consideration by each Vendor.

5.9 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 R19 and R19 members. R19 and R19 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 R19's or R19 members' sole discretion.

5.10 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.

5.11 Environmental Initiatives

R19 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.

5.12 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.

5.13 No Return of Proposals

Once submitted, R19 will not return proposals to Vendor.

5.14 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 R19 or any person interested in the proposed contract, and that all statements in said proposal are true.

5.15 Open Records Policy

R19 is a governmental body subject to the Texas Public Information Act. Proposals submitted to R19 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. R19 assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

5.16 Preferences

R19 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.

5.17 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.

5.18 Responsive Proposal

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

5.19 Similar Products

Whenever product(s) is(are) referred by R19 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.

5.20. Evaluation of Proposals

A committee of R19 employees will review and evaluate proposals and make a recommendation to the R19 Board of Trustees. R19 will base a recommendation for contract award on the following factors:

Evaluation Factors	Weighted Value
Price	20
<ul style="list-style-type: none"> • Overall Cost of Program • Pricing as determined by the proposal submitted • Pricing may also be based upon national and coverage • Pricing for warranty on all products and services • Payment methods 	
Vendor's experience and reputation	20
<ul style="list-style-type: none"> • References for local governmental entities and with a purchasing cooperative program • Local government agencies within the past 5 years • Other projects completed within the past 10 years 	
Quality of Vendor's products/services and extent to which the products/services meet R19 and R19 members' needs:	20
<ul style="list-style-type: none"> • Project Management • Infrastructure Solutions • Quality of Vendor's Service • Demonstrated Ability to Perform • Impact on the ability of R19 members to comply with laws and rules relating to HUB/MWBE/SBE and plan • Vendor's safety record and safety plan 	
Vendor's proposed personnel	10
Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to R19 and R19 members to acquire the products/services	10
(6) Vendor's past relationship with R19	5
(7) Marketing Plan	10
(8) Value Add Products/Services *	5
TOTAL POSSIBLE POINTS:	<u>100</u>

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

* "Value-Add" is other products and services that will enhance and add value to the contract for R19 and R19 members. R19 reserves the right to reject these products and services in the best interests of R19 and R19 members.

Contracts will be awarded based upon best value to R19 and R19 Members.

TAB 6 - VENDOR QUESTIONNAIRE / COMPANY PROFILE

1. **Minority and Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB) and Small Business Enterprise (SBE)**

R19 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 R19 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 R19 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 R19 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 R19 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, R19 must determine the residency of its vendors. R19 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: Jacksonville, FL.

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: Murphy Pipeline Contractors, Inc.

Authorized Company Official's Name: (Print) Tom Hayes

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: J T Hayes Date: 12/5/2012

4. **Processing Information**

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

Contact Person: Graham Hayes Title: Office Manager

Company: Murphy Pipeline Contractors, Inc

Address: 4700 N. Pearl St

City: Jacksonville State: FL Zip Code: 32206

Phone: 904-764-6887 Fax: 904-379-6193

E-mail: Graham.H@murphy-pipelines.com

Contact person responsible for processing and confirming all Purchase Orders:

Contact Person: Andy Mayer Title: President
Company: Murphy Pipeline Contractors, Inc
Address: 4700 N Pearl St
City: Jacksonville State: FL Zip Code: 32206
Phone: 904-764-6887 Fax: 904-379-6193
E-mail: andym@murphypipelines.com

Contact person responsible for sales and marketing:

Contact Person: Todd Grafspauer Title: VP / Educational Director
Company: Murphy Pipeline Contractors, Inc
Address: 4700 N. Pearl St.
City: Jacksonville State: FL Zip Code: 32206
Phone: 414/321-2247 Fax: 414-321-2297
E-mail: toddg@murphypipelines.com

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 R19 members would be calculated.

- b. Pricing submitted includes the required R19 administrative fee ☒ Yes ☐ No

- c. Vendor agrees to remit to R19 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 R19 or R19 members

- f. Vendor will accept all forms of Purchase Orders and Job Orders. ☒ Yes ☐ No

- g. Does Vendor require R19 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:

CTX, CPT and ACH

- i. Does Vendor require credit requirements of R19 and/or the R19 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 R19 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: _____

- m. Vendor agrees, as part of its educational marketing programs, to participate in statewide or regional conferences (approximately five per year) ☒ Yes ☐ No

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: Contractor Providing Services

7. **States Covered**

Vendor's product(s) and/or service(s) are or can be offered in the following states:

- | | | |
|--|--|--|
| <input checked="" 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 checked="" 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 R19 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](http://www.usa.gov/Agencies/State%20and%20Territories.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"/> BuyBoard – Texas Local GOV'T. Purchasing Cooperative		
<input type="checkbox"/> CPC Purchasing Cooperative		
<input type="checkbox"/> The Cooperative Purchasing Network (TCPN)		
<input type="checkbox"/> Houston Galveston Area Council of Governments Cooperative (HGAC)		
<input type="checkbox"/> Mohave Educational Services Cooperative (MESC) – Arizona		
<input type="checkbox"/> Cooperative Educational Services (CES) – New Mexico		
<input type="checkbox"/> National Joint Powers Alliance (NJPA)		
<input type="checkbox"/> Western States Contracting Alliance (WSCA)		
<input type="checkbox"/> U S Communities		
<input type="checkbox"/> Independent Colleges and Universities of Texas (ICUT)		
<input type="checkbox"/> Educational & Institutional Cooperative Services, Inc. (E&I)		
<input type="checkbox"/> TXMAS		
<input type="checkbox"/> CMAS		
<input type="checkbox"/> PEPPM		
<input type="checkbox"/> GSA		
<input type="checkbox"/> Other (Specify):		
<input checked="" type="checkbox"/> None		

COMPANY PROFILE

1. Company Profile

- a) Provide official registered name.
- b) Provide a brief history of Vendor's company that can be used for marketing on R19's website.
- c) Provide organization chart.
- d) 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.
- e) Provide a description of Vendor's relevant market and Vendor's position within it.
- f) **Indicate Vendor's experience in line item contracting and total dollar volume for the past 3 years.** Provide the names and addresses of the top 5 governmental entities and dollar volumes for those entities with which Vendor has done business in the past 3 years.
- g) Vendor agrees to provide R19 with the following financial information if requested by R19 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).

A Vendor's failure to provide this financial information may impact R19's recommendation to the R19 Board of Trustees for the award of the contract.
- h) Provide Vendor's company logo in ".eps" file format to be used on the R19's website
- i) Provide documentation to show the number of years Vendor has been in the Job Order Contracting and construction management business.
- j) **Detail and provide documentation indicating the total dollar volume of Vendor's general contracting services as well as materials for Vendor's last 3 fiscal years.**

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 R19 member. Include a process map.
- b) Discuss the invoicing options Vendor offers and the payment terms for each.

4. 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 R19 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 R19 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.

- i. Detail the support documents Vendor will provide to the R19 member.

- ii. Detail Vendor's average percentage of on-time delivery.
- iii. Detail how Vendor will expedite quotes to R19 members and track completion.
- iv. Describe how Vendor deals with shipping delays. Indicate method and timeframe in which Vendor will notify R19 members of delays.
- v. Provide Vendor's shipping schedule reporting form. Indicate the number of times in a calendar year Vendor updates the form.
- vi. Detail the number of products Vendor stocks and the location. Indicate whether Vendor manufactures the products.
- vii. Describe any quality awards or quality certificates that Vendor has achieved. Provide supporting documentation and background information about these awards and/or certificates.

d) R19 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 R19 a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to R19 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 R19, how Vendor's services will be marketed to R19 members, how marketing will work with R19 member feedback, networking within the region, and endeavoring to educate potential R19 members. The marketing plan should explain how marketing will interface with the Vendor's management team and R19 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 R19 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 R19 members.
- b) Indicate and detail the Vendor's ability to provide full-time, onsite project management and the state(s) in which such can be provided résumé(s) of PGM(s).
- c) Detail compliance with R19's PGM overview (in note, below).
- d) Three client references (preferably schools and other governmental entities) and/ or subcontractors for each.
- e) JOC experience and/or JOC course(s) attended.
- f) Experience with Texas school districts and other governmental entities. Résumés for the other team members and information detailing each team member's tenure with Vendor.
- g) Marketing manager's résumé and information detailing experience in marketing and with R19 members and governmental entities and previous success(s).

- h) Business manager's résumé and information detailing experience and multi-tasking skills required for JOC.
 - i) Quality Assurance/Quality Control Manager's résumé and information detailing how the manager will implement the program over a broad geographic area.
 - j) Safety/Environmental company policy/plans.
 - k) Estimators/delivery/task order manager's experience, including whether they have had JOC experience, any course(s) in JOC estimating, and their general construction experience.
7. **Technical Resources**
- a) Describe what technical resources Vendor will provide to support member projects.
8. **Training**
- a) Describe how Vendor will interact with R19. Include a flowchart.
 - b) Describe Vendor's training program for the R19 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 R19 and/or R19 members, as needed.
9. **Value Add Services Description**
- Include any additional information you think R19 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.

NOTE: R19's PGM Overview

Vendor's PGM must be knowledgeable in multiple construction divisions, experienced as a program or construction manager, experience managing plumbing, concrete, electrical, painting, HVAC and mechanical in multi-discipline projects, experience in managing multiple projects at diverse locations, a team builder, and be versed in JOC. It is preferred that the PGM have actual JOC experience but evidence that the PGM has attended a JOC course is acceptable. The PGM must understand the contractual nature of JOC versus hard bid contracts and change notices. The PGM must have the ability to multi-task handling multiple Purchase Orders or Job Orders simultaneously over an extensive geographic area and must have experience working with architects and engineers. The PGM must understand all aspects of R19 contract and the JOC program, including marketing, communication, business practices, subcontractors, and teaming.

The PGM must have experience in scheduling and critical path analysis, a broad ability to quickly trouble shoot problems with an attitude of what is best for the R19 member, and show, with references, that the PGM has had extensive experience with and the ability to work with many small subcontractors, including aiding and teaching (mentoring) as appropriate for future partnering on Job or Purchase Orders. In all cases, the PGM should show a willingness to explain each line item estimate to the R19 member. The PGM should consider cost-saving measures as well as the R19 member's budget constraints in making recommendations.

Vendor shall notify R19 in advance of any substitution, removal, or replacement of the Vendor's key personnel. R19 reserves the right to refuse proposed replacement personnel with fewer qualifications than the incumbents. R19 reserves the right to request the removal of Vendor's staff members, if in R19's sole judgment, it is deemed to be in the best interest of R19 and R19 members.

TAB 7 - ATTACHMENTS

Attachment #1

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Education Service Center Region 19 ("R19") 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 R19 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 R19 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 R19's local government officers or family member 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 R19.

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

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Murphy Pipeline Contractors, Inc.

2

☐

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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

No affiliation or business relationship.

N/A

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

No affiliation or business relationship

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

None

7

JT Hayes
Murphy Pipeline Contractors, Inc

Signature of person doing business with the governmental entity

12/5/12

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;
- I 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;
- I in connection with this bid/proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- N either 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 R19 or any person interested in the proposed contract; and
- All statements in Company's proposal are true.

<p>Vendor: <u>Murphy Pipeline Contractors, Inc.</u></p> <p>Address: <u>4700 N. Pearl St.</u> <u>Jacksonville, FL 32206</u></p> <p>Phone: <u>904-764-6887</u></p> <p>Fax: <u>904-379-6193</u></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 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.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <div style="font-family: cursive; font-size: 1.2em;">Murphy Pipeline Contractors, Inc</div>	
	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 checked="" 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.) <div style="font-family: cursive; font-size: 1.2em;">4700 N. Pearl St.</div>	
City, state, and ZIP code <div style="font-family: cursive; font-size: 1.2em;">Jacksonville, FL 32206</div>		Requester's name and address (optional)
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 *How to get a TIN* 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									

Employer identification number									
5	9	-	3	6	8	8	7	1	4

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶ <div style="font-family: cursive; font-size: 1.2em;">J. Hayes</div>	Date ▶ <div style="font-family: cursive; font-size: 1.2em;">12/5/2012</div>
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Attachment #4**PREVAILING WAGE RATES**

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 R19, 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. R19 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 R19 or an R19 member.

For projects for R19 involving federal funds, R19 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 R19 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* R19 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 R19 not involving federal funds, R19 has adopted the prevailing wage rate as determined by El Paso County, Texas as the prevailing rate of per diem wages in R19 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. *See* R19 Policy CV (Local). The current wage determination rates for El Paso County, Texas may be accessed on the Internet at <http://www.eng.hctx.net/wage>. Click on Prevailing Wage Rate Building Construction to access the rates for all trades.

For projects for R19 members, the awarded Vendor performing service(s) or providing product(s) to an R19 member shall be notified by the R19 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 R19R19 member and to comply with all reporting requirements. Vendor shall provide R19 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 TEX. GOV'T. CODE, Chapter 2258.

Murphy Pipeline Contractors, Inc Tom Hayes VP/EM
Vendor's Name Name and Title of Authorized Representative
J T Hayes 12/05/2012
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: Murphy Pipeline Contractors, Inc.
 Address, City, State, and Zip Code: 4700 N. Pearl St. Jacksonville FL 32206
 Phone Number: 904-764-6887 Fax Number: 904-379-6193
 Printed Name and Title of Authorized Representative: Tom Hayes VP/PM
 Email Address: tomh@murphy-pipelines.com
 Signature of Authorized Representative: [Signature]
 Date: 12/5/2012

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 R19 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. R19 and/or the R19 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 R19 or an R19 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 Murphy Pipeline Contractors Inc ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Education Service Center-Region 19 ("R19") 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 R19 in writing **within 3 business days**.
 - (3) Upon request, Vendor will provide R19 with the name and any other requested information of covered employees so that R19 may obtain criminal history record information on the covered employees.

If R19 or the R19 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 R19 or the R19 member.

I also certify to R19 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 JT Hayes Title VP/GM Date 12/5/2012

Attachment #7**SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR****Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to R19 and to the vendor that they have complied. The law requires each subcontractor 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 vendor 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. R19 or the R19 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 R19 or an R19 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).

Subcontractor has entered into a contract with Murphy Pipeline Contractors, Inc. ("Vendor"), to provide services in connection with the contract between Education Service Center Region 19 and Vendor. I, the authorized signatory for Subcontractor, certify to R19 and Contractor that **[check one]**:

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

Or

- ☐ Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify R19 in writing **within 3 business days**.
 - (3) Upon request, Subcontractor will provide R19 with the name and any other requested information of covered employees so that R19 may obtain criminal history record information on the covered employees.

If R19 or an R19 member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at R19 or an R19 member.

I also certify to R19 and vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with TEX. EDUC. CODE, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

Signature J. P. Hayes

Title VP/6M

Date 12/5/2012

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



Education Service Center
Region 19
El Paso & Hudspeth Counties

6611 Boeing Drive
El Paso, Texas 79925-1010
www.esc19.net

(915) 780-1919
FAX: (915) 780-6537

SS-PUR-F024.1 - Felony Conviction/Debarment Notice/Clean Air & Water Act Notice

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."

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.)

Company Name: Murphy Pipeline Contractors, Inc.

Authorized Company Official's Name (printed): Tom Hayes

☐ My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable

☒ My firm is not owned nor operated by anyone who has been convicted of a felony

☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Convictions: _____

Signature of Company Official: J. Hayes Date: 12/5/2012

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.

Signature of Company Official: J. Hayes Date: 12/5/2012

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.

Signature of Company Official: J. Hayes Date: 12/5/2012

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.

For Internal Use Only

[Signature]

[Date]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Jeanne Miller PHONE (A/C, No. Ext): (407) 843-1120 FAX (A/C, No): (407) 843-5772 E-MAIL ADDRESS: jmiller@johnsonandcompany.net														
INSURED Murphy Pipeline Contractors, Inc. 1876 Everlee Road Jacksonville FL 32216	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: CONTINENTAL CASUALTY CO</td><td>20443</td></tr><tr><td>INSURER B: GREAT AMERICAN INSURANCE CO.</td><td>16691</td></tr><tr><td>INSURER C: VALLEY FORGE</td><td>20508</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CONTINENTAL CASUALTY CO	20443	INSURER B: GREAT AMERICAN INSURANCE CO.	16691	INSURER C: VALLEY FORGE	20508	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL16103112102**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	4034933498	11/9/2016	11/9/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	4034933534	11/9/2016	11/9/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		TUU0629868-03	11/9/2016	11/9/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WC434933579	11/9/2016	11/9/2017	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine		4034933498	11/9/2016	11/9/2017	Leased/Rented 150,000 Deductible 2% Min \$5000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured as respects GL and AL when required by written contract.

CERTIFICATE HOLDER

City of Hollywood Florida
2600 Hollywood Blvd.
Hollywood, FL 33020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Johnson, III/JEANNE

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POLICY NUMBER: 4034933534

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/9/2016	Countersigned By:
Named Insured: Murphy Pipeline Contractors, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): City of Hollywood, FL
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



**BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS –
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)
City of Hollywood Florida

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)
All locations

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That required by the "written contract";
 - c. That described in **B.1.** above; or
 - d. That afforded to you under this policy,whichever is less.

5002009840349334989441



4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

- D.** Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury,"for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

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From: [Horace McLarty](#)
To: [Clece Aurelus](#)
Cc: [Jitendra Patel](#); [Steve Joseph](#); [Robert Lowery](#); [Paul Bassar](#); [Malie Raghunath](#)
Subject: FW: City of Hollywood 16" Cast Iron Pipe Bursting Demonstration Project
Date: Wednesday, February 22, 2017 10:06:31 AM
Attachments: [Form022220170917.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[Auto Addt'l Insured.pdf](#)
[GL AI Prod CO.PDF](#)

The revised COI is acceptable...thanks

Office of Labor Relations
Phone: 954-921-3292
Fax: 954-921-3678

From: Clece Aurelus
Sent: Wednesday, February 22, 2017 9:54 AM
To: Horace McLarty
Cc: Jitendra Patel; Steve Joseph; Robert Lowery; Paul Bassar; Malie Raghunath
Subject: RE: City of Hollywood 16" Cast Iron Pipe Bursting Demonstration Project

Horace,
Please refer to the attached revised Auto Policy

Regards,

Clece Aurélus, P.E.
Engineering Support Services Manager
City of Hollywood | Public Utilities | ECSD
954-921-3930 (O) | 954-921-3258 (F)

ECSD's Offices are open Monday – Thursday from 7:00 am to 6:00 pm and CLOSED on Fridays.

Right is right, even if everyone is against it, and wrong is wrong, even if everyone is for it. William Penn



FOLLOW US ON:   

From: Horace McLarty
Sent: Tuesday, February 21, 2017 2:00 PM
To: Clece Aurelus
Cc: Jitendra Patel; Steve Joseph; Robert Lowery; Paul Bassar; Malie Raghunath
Subject: FW: City of Hollywood 16" Cast Iron Pipe Bursting Demonstration Project

Auto Policy – The City needs to be listed as Additional Insured
General Liability – Ok
Workers Comp – Ok

Office of Labor Relations
Phone: 954-921-3292
Fax: 954-921-3678

From: Clece Aurelus
Sent: Tuesday, February 21, 2017 8:21 AM
To: Horace McLarty
Cc: Jitendra Patel; Steve Joseph; Robert Lowery; Paul Bassar
Subject: RE: City of Hollywood 16" Cast Iron Pipe Bursting Demonstration Project

Horace,
The attached is for your review and approval.

Regards,

Clece Aurélys, P.E.
Engineering Support Services Manager
City of Hollywood | Public Utilities | ECSD
954-921-3930 (O) | 954-921-3258 (F)

ECSD's Offices are open Monday – Thursday from 7:00 am to 6:00 pm and CLOSED on Fridays.

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FOLLOW US ON:   