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PCA is a service of Region 3 Education Service Center
PCA is issuing this RFP on behalf of Region 3 Education Service Center and PCA Members

**RFP # 3-206-18
Request for Proposal
For
TRENCHLESS REHABILITATION & RELATED ITEMS
AND SERVICES**

Submittal Deadline and Public Opening:

TUESDAY, JANUARY 15, 2019 AT 11:00 AM CT

All proposals required to be submitted by the date and time above.
Bonfire electronic bidding software will lock down on this date/time.

**Questions regarding this RFP must be submitted in Bonfire
and are answered electronically. The deadline for all questions
is five (5) days prior to the submittal deadline.**



1905 Leary Lane
Victoria, Texas 77901-2899

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TAB 1 – NOTICE OF INTENT

Region 3 Education Service Center (“Region III ESC”, “Region 3 ESC”, “Service Center”), located at 1905 Leary Lane, Victoria, Texas 77901-2899, an agency of the State of Texas, administers Purchasing Cooperative of America (“PCA”).

Contract(s), if any, awarded as a result of this solicitation will be available for use by PCA Members to access on an “as needed” basis from a list of contracts that have been competitively procured and awarded to Vendors by the Region 3 ESC Board of Directors through delegation and affirmation.

PCA is soliciting Vendors to provide Trenchless Rehabilitation & Related Items and Services. The initial term of the contract is a period of one (1) year with four (4) subsequent one (1) year renewals. Companies are expected to be experienced and qualified in providing these services to PCA Members with a PCA contract that can be used either on a national basis, statewide, regional or local basis.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

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.

Local Vendors Encouraged to Respond – All States

PCA/Region 3 ESC encourages local and regional Vendors to respond and provide service to school districts and local governmental agencies throughout Texas and other states.

Benefits of a PCA Contract Award

The benefits of a PCA contract award are:

- Multi-year contracts,
- Comprehensive contracts, and
- Fair and open competition

Interlocal Contracting Authority

PCA Members may access these contracts under *TEX. GOV'T. CODE, Title 7, Intergovernmental Relations, Chapter 791, Subchapter C* in Texas and similar joint powers codes in other states, such as *State of Arizona Statutes, Title II, Chapter 7, Intergovernmental Operations, Article 3, Joint Exercise of Powers; State of New Mexico Statutes, Chapter 11, Intergovernmental Agreements and Authorities, Article 1, Joint Powers Authority; State of Louisiana Title 39, Subtitle 111, Chapter 17, Part VII and Title 38 Public Contracts, Louisiana Constitution, Article 7.14 (C) Cooperative Endeavors; State of Arkansas, Title 19, Chapter 11, Sub-chapter 2 – Arkansas Procurement Law*, and other states.

Other states' joint powers codes may be found listed on the PCA website: www.pcamerica.org

Applicable Laws, Codes and Regulations

PCA procurement procedures meet the following statutes as well as the applicable *Federal Acquisitions Regulations (FAR & DFAR)* by reference to meet the requirements of Federal Agencies and federally funded programs and grants.

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 \$150,000 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." Other Texas Universities are also covered under Texas Codes with the same text.

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."

Information regarding local, state, federal, and Indian Government agencies that can use this solicitation, once awarded as a contract, can be found on <https://www.usa.gov/state-tribal-governments>. All state agencies in www.usa.gov are included by references.

FEMA Requirements

A non-Federal entity receiving Federal funds, such as a Public Assistance award to restore a damaged building, must comply with the conditions attached to the grant. A non-Federal entity must comply with the procurement requirements imposed by Federal law, executive orders, and Federal standards and regulations, as these exceed the authority over non-Federal requirements, such as local or state procurement standards, to the extent they conflict with Federal requirements. A non-Federal entity must not make any award or permit any award at any tier to parties listed on the governmentwide exclusions in the System for Award Management (SAM), which can be found at www.sam.gov. In response to this requirement, PCA requests that Form J in TAB 4 be signed and dated.

Responsibility to Know and Follow State and Local Laws

It is the responsibility of the Vendor and Member to be sure all state purchasing laws/requirements are met in the jurisdiction where they are operating.

All Vendors shall also be familiar with Arizona Statutes and shall adhere to these requirements under this contract when working in Arizona, and adhere to other state's statutes, as appropriate.

PCA Members are responsible for ensuring that they are NOT engaged and doing business with any contractor doing business with those individuals, entities or countries sanctioned by the U.S. Government. Effective February 1, 2017, each new PCA contract for the procurement of goods or services includes a clause that requires the contractor to certify that the contractor does not have scrutinized business operations with any countries sanctioned by the U.S. government. Also, if the contractor subsequently does business in/with a country that is sanctioned by the U.S. government, the contractor will immediately notify the PCA Member.

If successful in being awarded a contract, Vendor shall be responsible for obtaining all necessary permits, fees, and licenses as may be required by local authorities having jurisdiction. Vendor is responsible for verifying compliance with local authorities having jurisdiction prior to commencing work. All documents prepared, along with manufacturer's data sheets and spec sheets, shall be submitted for review and approval by authorities having jurisdiction.

Specific applicable sections of federal and state statutes, procedures, or regulations may be added as a Supplemental Contract or on the Purchase Order being issued under this contract as deemed necessary and jointly agreed to by PCA Member and Awarded Contractor.

North American Free Trade Agreement (NAFTA) and PCA Contracts

The NAFTA Agreement allows the United States, Mexico and Canada to contract to buy and sell goods and services tariff free. The use of American companies and financing is allowed under NAFTA for goods and services. The uniqueness of any contract or how it may be procured is not specified under the provisions of the treaty. It is therefore left to the laws of each of the signatories. Contracts can be accessed through the PCA Cooperative if the Mexican or Canadian agency involved has the statutory authority and requests its use.

Several Canadian provinces have written into their Joint Powers Statutes the ability for their agencies to exercise mutual joint powers and cooperative agreements. Similarly, the Government of Mexico, its departments and agencies, may be able to sign an intergovernmental contract with Region 3 ESC for the use of PCA contracts. An intergovernmental contract is not required by Region 3 ESC or the State of Texas. Mexican entities will know their own contracting requirements and laws governing purchasing and the expenditure of funds by individual agencies.

New trade agreements replacing, modifying, or superseding NAFTA may also be used as allowed by the signatories.

INTRODUCTION

PCA Membership

Region 3 ESC, an agency of the state of Texas and administrating agency of PCA, may enter into agreements with governmental entities of other U.S. States, U.S. Territories, Canada and Mexico as allowed and approved by their laws and local jurisdictions. All entities wishing to join PCA to access PCA contracts must know their federal, state and/or local requirements.

A government agency that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive quotes for the purchase of products and services.

By using PCA, eligible entities can provide the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the time and cost of performing the procurement process. This PCA Contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract.

Membership is open to public and private schools including independent school districts and charter schools, education service centers, colleges, universities, municipalities, counties, political subdivisions, federal agencies, other governmental agencies, and non-profit entities, throughout the United States and its territories that follow local governing authority allowing them to utilize contracts procured by PCA and administered by Region 3 Education Service Center, pursuant to the *TEX. GOV'T. CODE §791, Interlocal Cooperation Act*, and *TEX. LOCAL GOV'T. CODE, Chapter 271, Subchapter F*, and similar statutes in other states.

Vendors are responsible for signing up Members with PCA. Members benefit by having a multi-year contract and by saving the time and expense of developing solicitations and evaluating responses from numerous vendors.

The specific scope of work for each purchase order shall be determined in advance and in writing directly between the Member and the Vendor.

Financing of PCA

There is no membership fee to join PCA. The total cost of the PCA program is funded through an administrative fee paid by Vendors based on a percentage of Vendor gross sales, less expenses for special insurance, taxes, etc. or as otherwise stated in the contract. The Vendor pays the applicable administrative fee to PCA as progress payments are received, if applicable, or upon receipt of final payment.

PCA will provide limited oversight in assisting Vendors in marketing to PCA Members, training (education), and provide, at a minimum, an annual review of each Vendor. These services will be paid for out of the administrative fee. PCA will not market or sell directly for Vendors.

Purchasing Process Using PCA Contracts (Reference "Records Retention" and "Right to Review, Audit and Inspect" in Terms and Conditions)

Contracts are awarded by Region 3 ESC Board of Directors through delegation and affirmation following open competition in compliance with all applicable Texas procurement rules and regulations.

PCA Members send their Purchase Orders, with the PCA Contract Number referenced, directly to the Vendor. The Vendor delivers products/services to the Member and then invoices the Member. The Vendor sends monthly reports, listing current active purchase order details; and projects/purchases under discussion but not yet approved.

When invoiced payments are received by Vendor/Contractor, the administrative fees are paid to PCA with copies of relevant P.O.s, work orders, or other authorized documents. If monies are received for progress payments or open purchase order payments, administrative fees based on those receipts are also paid to PCA at the time of receipt. At the conclusion of purchase or service when Final payments for open purchase orders are paid, the admin fee is paid and monthly report states final payment.

PCA also requests its Members to send a completed copy and any updates, change orders, work orders, that have been issued to the contracted Vendor for PCA records. PCA does not need to approve them. All purchasing negotiations and bids are decided between the Member and the Vendor/contractor with the Contract Number noted on all approved, and signed purchase documents. Online purchases and web purchases need to be copied and forwarded to pcamerica@pcamerica.org.

Copies of purchase orders and other approved work or purchase documents are part of due diligence as extensions of the awarded contract and allow the Member entity to pass audits. It is in the interest of both parties to have all purchasing documents properly issued; including the contract number noted on the documents, with proper signatures/approvals and dates. PCA is not responsible for sales or loss of monies that have not been properly allocated for purchase under State and/or Federal Laws.

Maximum Annual Aggregate of the Contract

In compliance with *TEX. GOV'T. CODE §2269.403(b)*, PCA is establishing the maximum annual aggregate contract price for each of the contracts awarded pursuant to this solicitation for the PCA cooperative program at \$100 million in aggregate per Member per year. The amount may be increased at each of the contract renewal periods or at the request of the Vendor or Member and based upon project requirements. Please contact PCA for the template and instructions for contract amendment requests.

TAB 2 - INSTRUCTIONS TO VENDORS

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

Vendors shall submit proposals electronically in the Bonfire system. The Vendor is responsible for supplying the company legal name, the DBA ("Doing Business As") if different from legal name, names of authorized representatives, and contact information in their response for the purpose of receiving notices, changes, addenda or other critical information.

Electronic Solicitation Response and Submission

PCA/Region 3 ESC uses the Bonfire Interactive Ltd eProcurement system for submitting responses to solicitations. **PCA will no longer accept hardcopy responses for any solicitations.**

Questions regarding the Bonfire application will be answered by Bonfire support personnel. Questions regarding the solicitation will be published on Bonfire and an email will be forwarded to all potential submitters who have downloaded the solicitation. Further instructions are available on the Solicitations Tab at the PCA website www.pcamerica.org or in the Messages area in Bonfire. **Questions can be submitted up to five (5) days in advance of the deadline.**

Respondents are responsible for reading and understanding the entire solicitation and to fully inform themselves as to the terms, conditions, requirements and specifications of this solicitation before submitting a response. Failure to do so will be at the respondent's own risk. The law makes no allowance for errors of omission or commission on the part of the respondent; furthermore, the respondent cannot secure relief on the plea of error or ignorance concerning any requirement included in the solicitation.

Responses may be uploaded, replaced, corrected, etc. until the deadline indicated in this solicitation at which time the software will lock down the responses and no further changes or uploads may be made.

All signature documents are found in Tab 4. All documents must be signed by a company representative who is authorized to enter into contracts on behalf of the entity. The person signing the forms must also enter a printed, legible copy of the signature and indicate his/her title along with signature. Responses received without proper signature may not be considered. Electronic signatures will be accepted. Respondents should retain photocopies for their files. Failure to submit any document or information requested as part of the solicitation may result in the rejection of the entire response.

Neither Region 3 Education Service Center nor Purchasing Cooperative of America will be responsible for technical difficulties that respondent may encounter when submitting documents electronically unless the problem is with the PCA website and/or Bonfire and uploading is not possible. Respondent must inform PCA immediately of any upload problems. The problem will be researched and notice will be placed on the website of resulting advice. If the problem can be fixed, a deadline extension (addendum to the solicitation) may be issued and posted on the website for download and inclusion in submittal.

PCA reserves the right to query respondent(s) concerning minor discrepancies within their submittal. Exceptions to the Terms and Conditions of the contract will be discussed with the respondent and decisions to accept or reject will be considered during the review process.

PCA and Region 3 ESC assume no financial responsibility for any costs incurred by Vendors in developing and submitting a response or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation session or discussions, or any costs incurred by Vendors pursuant to this solicitation.

Vendors that are not awarded a contract may make a written request for a meeting to discuss their submittal.

Required Format

Vendor is responsible for ensuring that PCA has the appropriate legal company name, a DBA ("Doing Business As") if one is used, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

Vendors shall submit responses with the RFP # and Title located in the heading on the left margin on all uploaded pages. Company Name shall be in the heading on the right margin.

Uploaded documents must be in .pdf format.

There are Six (6) tabs to be used in response to the solicitation. Respondent shall upload responses into the appropriate TAB. Responses should be direct, concise, complete, and unambiguous.

Required Tabs

The entire solicitation has been provided in Bonfire for those Vendors who wish to be able to review the whole solicitation at one time without downloading individual Tabs. However, responses to the solicitation must be uploaded in Submissions separately for Evaluation Committee review. The following Six (6) tabs are required to be submitted in Bonfire in Submissions.

Tabs 1, 2, and 3 have been combined in Bonfire to facilitate download and upload for Vendor response. Download and Read each section. Upload with Vendor Response under Tab 1-3 Submissions.

Tab 1-Notice of Intent

Tab 2-Instructions, Definitions and Evaluation.

Tab 3-Contract Terms and Conditions.

This action confirms that Vendor has read Tabs 1, 2, and 3.

Tabs 4, 5, and 6 require Vendor response for Evaluation Committee to review.

Tab 4-Signature Forms and Vendor Questionnaire/Company Profile.

(1) Download (2) Review, Sign and Date Forms (3) Complete the Questionnaire/Company Profile (4) .pdf documents (5) Upload in Submissions under Tab 4.

Tab 5-Scope and Specifications.

(1) Download (2) Create Response (3) .pdf documents (4) Upload in Submissions under Tab 5.

Tab 6-Pricing.

(1) Download (2) Create Response (3) .pdf documents (4) Upload in Submissions under Tab 6.

Large Document Submissions

Bonfire restricts individual documents larger than 1,000MB. Documents larger than the requirement will need to be segmented into smaller sizes and uploaded as separate documents. For large catalogs, Vendor in their submission may direct the Evaluation Committee to a website where the current catalog resides. If sign-in and passwords are required, Vendor must supply this information in the submission and have it active for the evaluators to access.

Addendum(s) to this Solicitation

In the event that any changes to this solicitation occur subsequent to the issuance of the original solicitation, the changes or corrections to this solicitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original solicitation or any previous addendum. Each addendum will be made available to all entities on Bonfire. PCA will attempt to notice all entities that are known to have received a copy of this solicitation. However, PCA assumes no

responsibility for ensuring that all respondents receive notification. It is the respondent's responsibility to check the website for any possible addendums to this solicitation prior to finalizing their submission.

Purchasing Cooperative of America, acting on behalf of Region 3 Education Service Center, is the sole authority for the issuance of any addendum related to this solicitation

Each addendum notification must be signed by Vendor's authorized representative and be uploaded into TAB 4. **If an addendum is issued, (1) read and/or download; (2) respond as necessary with proper signature(s); (3) create .pdf; (4) upload to Tab 4 in Bonfire.**

DEFINITIONS

In this solicitation and in the Contract, the following terms shall have meaning as follows:

Region 3 Education Service Center ("Service Center"; "Region III ESC"; "Region 3 ESC") – an agency of the State of Texas; located at 1905 Leary Lane, Victoria, Texas 77901-2899. Region 3 ESC is also considered a Member of PCA and, as such, all PCA contracts are available for use by Region 3 ESC.

Purchasing Cooperative of America ("PCA") – a national cooperative purchasing program managing innovative contracts awarded and administered by Region 3 Education Service Center, Victoria, Texas, an agency of the State of Texas.

Member(s) – including non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, local, state, federal, and other governmental entities and agencies throughout the United States and its territories that follow local governing authority allowing them to utilize contracting vehicles procured by PCA and administered by Region 3 Education Service Center, pursuant to the *TEX. GOV'T. CODE §791*, Interlocal Cooperation Act, and *TEX. LOCAL GOV'T. CODE, Chapter 271*, Subchapter F, and similar statutes in other states.

Administrative Fee ("Admin Fee"/ "Fee") – the fee paid by Vendors with awarded contracts to fund the total cost of the cooperative program. The Fee must be included in the Vendor's price (as overhead, for example) and will not be issued as a separate line item in any invoice issued to Members. Vendors must pay the Fee within thirty (30) days of the completion of any Purchase Order unless the project has progress payments in which case, the Vendor is required to pay the Fee in proportion to progress payments within thirty (30) days of the monthly report.

Best Price – Vendor's best price offered to all governmental, cooperative or retail customers.

Best Value – 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 Vendor's products/services, and price.

Bidder, Resident and Non-resident – "Resident bidder" is a person/entity 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. "Non-resident bidder" is a person/entity who is not a resident of Texas. See *TEX. GOV'T. CODE §2252.001*.

Bonfire – The software application of choice for PCA and Region 3 ESC when soliciting RFPs, RFQs, etc.

Contract – the entire agreement between the parties. (See Contract Terms and Conditions)

Contract, Addendum – wording added to the original contract that was omitted, whether by mistake or on purpose. For example, an addendum might be added to a contract to change a date or add detail regarding delivery of goods or pricing.

Contract, Amendment – a minor permanent change in a contract; i.e., a correction of an error, an addition to, deletion from, or correction or modification of an existing contract.

Contract, Supplemental – a separate, additional contract entered into between a 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 solicitation, including, without limitation, invoice requirements, ordering requirements, on-campus service, specialized delivery, discounted pricing, etc. Additional scope, specifications, and/or requirements agreed to by the Member and the Vendor, may be put in a Supplemental Contract or on a Purchase Order/Job Order.

Contractor – a seller/provider of goods/services; the entity/person responding to this solicitation and person(s) / entity(ies) to whom a contract has been awarded by the Service Center; see Vendor.

Days – calendar days, unless specified as business days. The following are recognized holidays: Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. It is up to the Vendor to recognize holidays in the states and jurisdictions in which they work.

Delivery Order – document that defines the scope of services to be performed for the Purchase Order; specific to service contracts.

Hours, Premium – the hours not included in Regular Hours or Federal holidays. Premium Hours must be approved by the Member for each Delivery Order and noted in the Job Order Response as a line item during negotiations; overtime. Applies to Job Order Construction-type work.

Hours, Regular – the hours between 7 a.m. and 6 p.m. Monday thru Friday.

HUB Certification – local, state or Federal designation to businesses that have been deemed to be "historically under-utilized businesses."; including but not limited to VOSB (Veteran Owned Small Business), MWBE (Minority- and Women-Owned Business Enterprise), and SBE (Small Business Enterprise).

IDIQ – "Indefinite Delivery Indefinite Quantity" contracts that provide for an indefinite quantity of goods/services for a fixed term. Awards are usually for base years and option years.

Job Order Response – a document prepared by the Vendor and sent/given to the Member that includes line item estimates for work to be performed; specific to Job Order Contracting-type projects.

Material Safety Data Sheet (MSDS) – labeling and documentation of hazardous materials.

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

Purchase Order (PO) – the Member's written approval for the Vendor to proceed with the negotiated Delivery Order. Special terms and conditions agreed to by Vendor and Member may be added as addendums (supplemental contract) to the PO, including such items as requirements concerning certificates of insurance and small or disadvantaged business goals.

Responsive Vendor – person, company, firm, corporation, partnership or other organization who submits a response which conforms in all material respects to the solicitation document.

Scope of Work (SOW) - the specific work that has been agreed to be undertaken and accomplished by Vendor for the Member via the Purchase Order.

Solicitation – Various formats including invitation to bid (ITB), request for technical offers (RTO), request for proposals (RFP), request for qualifications (RFQ), or other invitation or request by which a Vendor is invited to participate in a procurement.

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

Term – the then-current Term of the Contract, whether an initial term or a renewal term.

Value Add – other products/services provided by the Vendor that are adjunct to this solicitation that would be beneficial to Members.

Vendor – a seller/provider of goods/services; the Vendor responding to this solicitation and Vendor(s) to whom a contract has been awarded by the Service Center; also Contractor.

Vendor, Responsible – Vendor having 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 products/services listed herein.

Vendor's Key Staff Members - staff critical to the quality, implementation, and successful support and execution of the contract. Vendor's Key Staff Members typically include the Corporate Officer in charge of the PCA Contract, Purchase/Delivery Order Manager/Business Manager, and Marketing Manager.

EVALUATION

Time Table

The time table shown below will be followed for this solicitation. This table is only an estimate and may vary, especially in the case where an addendum is issued.

Activity	Date
Advertised – 1 st Time	Friday, November 30, 2018
Advertised – 2 nd Time	Sunday, December 9, 2018
Pre-Proposal Meeting (Must RSVP)	Tuesday, December 11, 2018
Final Date for Questions	Thursday, January 10, 2019
Proposals Due	Tuesday, January 15, 2019

PCA will hold a pre-proposal meeting for this RFP. This meeting is not mandatory. Check the schedule for date and time, then RSVP to pcamerica@pcamerica.org at least 24 hours prior to the meeting date. You have 2 options: (1) come to the PCA Houston office or (2) join the meeting via GoToMeeting. If you choose the GoToMeeting option, PCA will send you the login information.

Proposal Review and Contract Award or Non-Award notices will be issued as soon as practical or within 30 days of submittal.

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, per review by the Evaluation Committee, to be the best value to PCA Members. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

Competitive Range, If Applicable

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

Deviations and Exceptions to Requirements

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

Clarification and/or Discussions

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

No Guarantee of Quantities

Region 3 ESC/PCA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this solicitation and the resulting contract(s), if any. Region 3 ESC/PCA makes no guarantee or commitment of any kind regarding usage of any contract(s) resulting from this RFP.

HUB Certification

Region 3 ESC/PCA encourages the use of HUB, MWBE, VOSB, and SBE companies, both as prime and subcontractors. Subcontractors must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE, VOSB and SBE participants.

Some PCA Members have specific goals for HUB requirements and will require that a plan be presented by the prime contractor to meet their goals. When a Vendor responds to a solicitation they shall indicate in their submitted proposals whether or not they are a Historically Under-utilized Business (HUB), Minority and Women's Business Enterprise (MWBE), Veteran Owned Small Business (VOSB), and Small Business Enterprise (SBE) Participation and with whom they are certified; e.g., Local, State, or Federal. **Failure to submit the certificate of the awarding entity will result in the Vendor not receiving credit for the HUB, MWBE, VOSB, and SBE status during evaluation.**

PCA Compliant with 2 C.F.R. § 200.321 in the Support of Small and Disadvantaged Businesses

In addition to full and open competition, non-Federal entities must take all necessary affirmative step to assure that "...Disadvantaged businesses, women's business enterprises, and labor surplus area firms..." are used when possible. Region 3 Education Service Center/PCA is familiar with and knowledgeable about 2 C.F.R. § 200.321 and can demonstrate throughout this solicitation and in due diligence documentation that PCA has taken the following "6 affirmative steps" procuring and awarding contracts. (1) PCA places Small and Disadvantaged Businesses on the solicitation lists; (2) Small and Disadvantaged Businesses are solicited as potential contract awards; (3) using the services of the SBA and MBDA as appropriate to identify Small and Disadvantaged Businesses as potential responders of PCA solicitations; (4) Direct Vendors and Members to create delivery schedules that encourage participation by Small and

Disadvantaged Businesses; (5) Where legal and practical and economically feasible, Vendors and Members may divide their total purchase and/or service requirements per 2 C.F.R. § 200.321. HUB companies earn an additional point during Evaluation Committee review of solicitation responses; and (6) Requiring prime contractors using subcontractors to take the “6 affirmative steps.” **See paragraph titled “Subcontractors, If applicable, in Tab 3 – Contract Terms and Conditions**

Because PCA is compliant with 2 C.F.R. § 200.321, PCA Members are also in compliance. The PCA Member may require verification of the Vendor's or their subcontractor's HUB status. PCA allows Members to negotiate with the Vendor they are dealing with to use HUB subcontractors in order to meet their HUB goals.

Formation of Contract (Execution of Offer)

A response to this RFP is an Offer to Contract with Region 3 ESC based upon the terms, conditions, scope of work, and specifications contained in this solicitation. A solicitation does not become a contract unless and until it is awarded by the Region 3 ESC Board of Directors.

Interpretation

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

Non-Collusion Statement

Vendors are required to certify the Non-Collusion Statement in the Signature Forms Tab 4. Vendors are required to state the party submitting a response; that such proposal or bid is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agree, directly or indirectly, with an entity or person, to submit a sham response or to refrain from responding and has not in any manner, directly or indirectly, sought by contract or collusion, 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 PCA/Region 3 ESC or any person interested in the proposed contract; and that all statements in said response are true.

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.

Open Records Policy – Texas Public Information Act

Region 3 ESC is an agency of the State of Texas and subject to the Texas Public Information Act. Proposals submitted to PCA as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated.

IMPORTANT: If 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. Region 3 ESC/PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

“Contractor [Vendor] is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.” *TEX. GOV'T. CODE 2252.907.*

Preferences

PCA 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 *TEX. GOV'T. CODE §2252.001-.004*.

Similar Products

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

Contract Award / Multiple Awards

Contract awards will be made to the successful respondent(s) for the total line of services submitted based on the criteria set forth within this document. Region 3 ESC reserves the right to award multiple contracts.

Because PCA is a national cooperative, it may be in PCA Members best interests to offer multiple contract awards. Region 3 ESC reserves the right to award multiple contracts for the following reasons:

- 1) Geographic location of offices/services;
- 2) Different offerings, such as product lines;
- 3) 'Value Add' offerings;
- 4) Vendor qualifications/market presence;
- 5) Small businesses and large companies offering quality products/services; and
- 6) Other reasons vendors provide value to PCA membership.

PCA Compliance With Texas DOA Administrator's Reference Manual, Section 17, If Applicable

PCA Compliance with Texas Department of Agriculture (TX DOA) Administrator's Reference Manual (ARM), Section 17 - Compliance with Texas Department of Agriculture requirement 17.74 (dated June 25, 2015) pursuant to USDA Memo SP 12-2016 (dated November 13, 2015) requires the public advertising for an RFP to include either (1) the detailed specifications and/or technical requirements, and (2) the method and criteria for evaluation OR the location and process to access the information.

Solicitation responses are evaluated per TEC 44.031 and recommendations for contract award(s) are based on the following Evaluation Factors. The detailed specifications and technical requirements are found in the Scope and Specifications section. The location and process to access this information are also contained in the public notice as required.

Evaluation Factors	Point Value
<u>Qualifications</u>	
Products/Services	30
Qualification and Experience	20
Performance Capability	20
Reputation of Vendor (References)	10
Pricing	20
SUBTOTAL POSSIBLE 100 POINTS:	<u>100</u>
<u>Additional Qualifying Points</u>	
'Value Add' Products and Services	7
HUB/MWBE/VOSB/SBE/ISO Certifications	3
GRAND TOTAL POSSIBLE POINTS:	<u>110</u>

TAB 3 - CONTRACT TERMS AND CONDITIONS**CONTRACT BETWEEN
REGION 3 EDUCATION SERVICE CENTER
AND**

 (“VENDOR”)**FOR****TRENCHLESS REHABILITATION & RELATED ITEMS AND SERVICES**

This Contract is entered into between Region 3 Education Service Center (“Service Center”, “Region III ESC”, “Region 3 ESC”) and Vendor, having submitted a response to RFP # 3-206-18 issued by Purchasing Cooperative of America (“PCA”) (“Cooperative”) and whose response has been accepted and awarded by Region 3 Education Service Center. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by REGION 3 ESC and PCA and eliminated from further consideration.

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, Region 3 Education Service Center and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term “Contract,” as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and addendums thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent’s entire response to the solicitation;
- Respondent’s Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor’s response to the solicitation, 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 solicitation or Vendor’s response to the solicitation, this Contract 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 PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member’s specific project. In the event of a conflict between this Contract and the Supplemental Contract,

as to Region 3 ESC/PCA, this Contract shall prevail. In the event of a conflict between this Contract and the Supplemental Contract, as to the PCA Member, the Supplemental Contract shall prevail unless the Supplemental Contract states otherwise. This supplemental contract may be added to the PCA Member's purchase order.

Exceptions from Item Specification or Contract Terms and Conditions

Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in detail by the respondent at the time of submission of the response. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the respondent's submittal will hold the respondent accountable to the Cooperative and its Members to perform in strict accordance with all the Contract Terms and Conditions and all the item specifications as written. The respondent should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with their response may place the respondent at a competitive disadvantage or otherwise prevent the Cooperative from considering the response.

If applicable, any deviation from any of the specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the Vendor to the remedies identified in the section of Contract Terms and Conditions entitled "Remedies for Non-Performance of Contract and Termination of Contract" and may jeopardize future business from Region 3 Education Service Center and Purchasing Cooperative of America and PCA Members.

Section Titles

The section titles in the Contract Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

Use of Contract by PCA Members; Addition of New Members

Vendor agrees and understands that this solicitation and Contract may be used to accomplish work for both current and future PCA Members. *TEX. GOV'T. CODE §2269.407*. It is the responsibility of Vendor to bring new Members wishing to utilize their products and services into the Cooperative.

Multiple Contract Awards;

In accordance with *TEX. GOV'T. CODE §2269.406*, Region 3 ESC/PCA reserves the right to award multiple contracts under the solicitation, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of Region 3 ESC/PCA. Because PCA is a national cooperative, it may be in PCA Members' best interests to offer multiple contract awards. Region 3 ESC reserves the right to award multiple contracts for the following reasons: 1) Geographic location of offices/services; 2) Different offerings, such as product lines; 3) 'Value Add' offerings; 4) Vendor qualifications/market presence; 5) Small businesses and large companies offering quality products/services; and 6) Other reasons Vendors provide value to PCA membership

Non-Exclusivity

Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to PCA Members. During the Term of this Contract, PCA 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.

Vendor Protest/Appeal Procedure

Region 3 ESC has a written Vendor Protest/Appeal Procedure that is published on the PCA website at www.pcamerica.org/faqs. The format protest/appeal must be in writing, present a precise statement of the relevant facts, identify the specific issue(s) to be resolved, and present arguments in support of the protest.

Negotiations

Region 3 ESC/PCA shall determine which responses are in the competitive range and/or are reasonably susceptible of being selected for award. Responses not in the competitive range may not be further evaluated. Responses in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that PCA decides to conduct negotiations, notice shall be provided to each Vendor whose response is being considered for award. This notification may identify, in general terms, the elements or factors upon which PCA intends to base its negotiations.

Vendors will not be assisted, in any way, to bring their responses up to the level of other responses through discussions. During the course of negotiations, no Vendor's technical response or pricing shall be revealed to any other Vendor or to any other person who is not involved with the evaluation process. PCA will also not indicate to Vendor a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Vendors' responses or prices.

Best and Final Offer

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

No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor is independent of Region 3 Education Service Center, is an independent contractor, and is not an employee, agent, joint venture, or partner of any PCA 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 Region 3 ESC/PCA and Vendor, any PCA Member and Vendor, PCA/Region 3 ESC and any of Vendor's agents, or any PCA Member and any of Vendor's agents. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of Region 3 ESC/PCA or any PCA Member, and Region 3 ESC/PCA and PCA 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 Region 3 ESC/PCA, its employees, agents, Board of Directors and administration, and PCA Members have no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

Amendment(s) To This Contract Between Region 3 ESC/PCA and Vendor

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's estimate or quote, acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed to by the PCA Member and Vendor.

No amendment of this Contract shall be permitted or shall have any effect unless and until a written amendment to this Contract is approved and executed by Region 3 ESC.

Term of Contract; Renewal of Contract

The initial Term of this Contract is for a period of one (1) year, with Region 3 Education Service Center having the option to renew the Contract for four (4) additional one-year terms, at Region 3 ESC and Purchasing Cooperative of America's sole discretion. See *TEX. GOV'T. CODE §2269.409*. 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.

The Service Center reserves the right to award contract(s) to a Vendor for a longer initial term period if it is determined to be in the best interest of the Service Center and/or PCA Membership.

Upon mutual written agreement of the both parties, this contract may be extended beyond the expiration of the contract time period.

Vendor Assignment of Contract to Others

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of Region 3 ESC/PCA. Any attempted assignment of this Contract by Vendor shall be null and void. Any Purchase Order or Job 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 Region 3 ESC/PCA and, if applicable, the PCA Member.

Compliance with Laws – Federal, State, Local and Other Recognized Governments

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable:

- *Federal Agencies may incorporate by reference the Federal Acquisition Regulations (FAR and DFAR) sections that are appropriate to their project requirements*
- *All contracts made by the non-Federal entity under a Federal award must contain the appropriate provisions of 2 CFR Part 200 – Appendix ii*
- *Workers' compensation laws*
- *Minimum and maximum salary and wage statutes and regulations, including prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5). When required or requested by a PCA Member, Vendor shall furnish PCA Member with satisfactory proof of Vendor's compliance with this provision with a "certified payroll". It is the Member's obligation to inform the contractor of this requirement and note it in the Purchase Order.*
- *Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5)*
- *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)*
- *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *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).*

For Arizona Purchase Orders under this contract:

- *AZ 34-607 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 Members*
- *Arizona "Cancellation or Conflict of Interest" A.R.S. 38-511*

- *Records Retention: School Code R7-2-1083 by A.R.S. 35-214 and 35-215*
- *All Vendors shall comply with A.R.S. 41-4401 and 23-214(A) "Federal Immigration and Nationality Act" (FINA) as well as all federal laws when working in Arizona, while these requirements are for Vendors wishing to work with Arizona School Districts, Vendors shall also meet the jurisdictional requirements of other states as appropriate.*
- *A.R.S 15-512(H) provides for fingerprinting for contractors and subcontractors, and Vendors to be fingerprinted where frequent or regular services are performed on school grounds (similar to Texas requirements).*

All States:

- *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 PCA Member at cost as part of the Purchase Order, unless the permits are provided by the PCA Member.*
- *Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the 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 PCA 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.*

Force Majeure

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Vendor's industry equally and are not actions taken solely against the Vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this contract will be required to use due caution and preventive measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by a Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

Neither Region 3 Education Service Center/PCA nor PCA Members will be responsible for any costs incurred by a Vendor because of the Force Majeure event unless the Region 3 ESC/PCA Member has requested, in writing, that the Vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event.

Notwithstanding any other provision of this section, in the event the Vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the Cooperative shall have the option to terminate this Contract. Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the PCA Member's rights as provided elsewhere in this contract.

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 Region 3 Education Service Center must be brought exclusively in the state and federal courts located in Victoria, Victoria County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving Region 3 ESC but involving a PCA Member and Vendor shall be governed by the laws of the state of the 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 Member.

Indemnification

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS REGION 3 EDUCATION SERVICE CENTER, PCA, AND EACH PCA MEMBER, INCLUDING MEMBERS' DIRECTORS, 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 REGION 3 ESC/PCA OR THE MEMBER.

Non-Appropriation "Funding Out" Clause

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. Other states may have similar statutes. Notwithstanding any other provision of this Contract or obligation imposed on any Member by this Contract, Members shall have the right to terminate any Supplemental Contract, Purchase/Delivery/Job Order without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of any Member if it is determined by any Member, at their sole discretion, that there are insufficient funds to extend any Supplemental Contract, any Purchase/Delivery/Job Order. If the Member does not budget to fund the contract, the Member cannot then get the products or services elsewhere.

The parties agree that this Contract, any Supplemental Contract, any Purchase/Delivery/Job Order are commitments of the current revenue of PCA Member only.

Notice

Any notice provided under the terms of this Contract by one party to another party shall be in writing and shall be sent by hand-delivery, by certified or registered mail, return receipt requested, or by email. Contract Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.

Notification of Material Change in Vendor Operations

Vendor is required to notify Purchasing Cooperative of America of any material change in operations, 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.

Change Orders, if Applicable

Pursuant to *TEX. EDUC. CODE §44.0411(a)*, for PCA 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 PCA 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 PCA 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 twenty-five percent (25%). 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 twenty-five percent (25%) of the original contract price. If a Job Order requires additional fee above this percent then a new purchase order must be used specifying the “new” requirements

Fees and Permits, If applicable

All fees, expenses, and permits required by any Member in the completion of contracted work or for products delivered are the sole responsibility of the Vendor. It is the responsibility of the Vendor to obtain and pay for all relevant permits required by any organization regarding any work being done or product being delivered under this Contract.

Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures

It is the policy of Region 3 ESC/PCA 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), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. 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.

Respondent further agrees that the company is, and, during the period of any contract resulting from an award under this solicitation will remain, in compliance with *Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60)*.

The occurrence of any prohibited discrimination will constitute Vendor’s breach of contract due to a substantial failure by the Vendor to fulfill its obligations, whereupon the Service Center may terminate the Vendor’s contract for cause as provided in these Contract Terms and Conditions.

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 PCA Members’ property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Members’ property.

Subcontractors, If Applicable

If Vendor uses subcontractors in the performance of any part of this Contract, Vendor shall be fully responsible to the PCA Member 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 Region 3 ESC/PCA, PCA Members and any such subcontractor, nor shall it create any obligation

on the part of PCA 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.

Prime contractors must be familiar with and knowledgeable about 2 C.F.R. § 200.321 and be able to demonstrate that they took the “six affirmative steps” when selecting subcontractors. **See paragraph titled PCA Compliant with 2 C.F.R. § 200.321 in the Support of Small and Disadvantaged Businesses.**

Insurance, If Applicable

Vendor is required to provide PCA Member with copies of certificates of insurance, naming the 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 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 Member is located and shall be acceptable to the Member. Vendor shall give 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 a PCA Member in a state other than Texas has higher insurance requirements than those listed below, then 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 PCA Members, and Members' officers, employees and agents.

Upon request, certified copies of original insurance policies shall be furnished to PCA Members. The Member, if requested, shall be named as an “additional insured” on insurance policies. The PCA Member reserves the right to require additional insurance should the PCA Member deem additional insurance necessary, in their sole discretion.

Minimum insurance requirements:

- | | |
|--|-------------|
| • Automobile Liability Coverage: Combined Single Limit, each accident/any auto | \$1,000,000 |
| • Commercial General Liability, each occurrence | \$1,000,000 |
| Damage to Rented Premises, each occurrence | \$50,000 |
| Medical Expenses, any one person | \$5,000 |
| Personal and Advertising Injury | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Products-Comp/Op Aggregate | \$2,000,000 |
| • Umbrella Liability, each occurrence | \$1,000,000 |
| Excess Liability, aggregate | \$1,000,000 |

• Workers Compensation	state's statutory limit
Employers' Liability, each accident	\$1,000,000
E.L. disease-each employee	\$1,000,000
E.L. disease-policy limit	\$1,000,000

Performance and Payment Bonds, if Applicable

Vendor agrees to provide performance bonds and/or payment bonds, as required by law, based on the amount or estimated amount of any Purchase Order or Job Order, as applicable. *TEX. GOV'T. CODE §2269.411*. Pursuant to *TEX. GOV'T. CODE §2253.021*, a performance bond is required if a Job Order is in excess of \$100,000 for PCA 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 PCA Members that are governmental entities subject to *Chapter 2253* and are not municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*, and a payment bond is required if a Job Order is in excess of \$50,000 for PCA Members that are governmental entities subject to *Chapter 2253* and are municipalities or a joint board created under *TEX. TRANSP. CODE, Subchapter D, Chapter 22*. Other states may have similar statutes.

Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Please list Bond Rate.

Expenditures for all bonds shall be a pass-thru to the Member (with no additional administrative cost) and reconciled at the end of each project.

Customer Support

Vendor shall provide timely and accurate technical advice to Region 3 Education Service Center and PCA staff and Members. Vendor shall provide reasonable training to PCA staff and PCA Members regarding products/services supplied under this contract by the Vendor, at no additional charge, upon request.

Members' Property

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

Website Support

Vendor agrees to cooperate with PCA in publicizing contract information on the PCA website. Vendor also agrees to work with PCA in updating and maintaining current information on Vendor activities related to the Contract on the PCA website.

Vendor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated.

Vendor agrees to promote its PCA contract by prominently displaying the PCA logo on its website with a link to the PCA website at www.pcamerica.org.

Promotion of Contract Marketing Plan

The marketing of Vendor's company, products and/or services shall be the sole responsibility of Vendor. PCA may supply Vendor with the PCA Members List that contain name, address, phone numbers, and/or email addresses. Members have primary responsibility for knowing the requirements for Cooperative Membership in the jurisdictions in which they operate. PCA will work with Vendors and Members to complete the Membership process. Other items geared toward the joint-marketing of PCA and Vendor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the PCA seal in its marketing materials, including, but not limited to, Vendor's website and related marketing materials. Vendor shall submit all promotional materials to PCA and obtain written approval before Vendor finalizes or publishes promotional material bearing the PCA name or seal. Vendor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

PCA will work with the Vendor in presenting the Cooperative to perspective Members in support of the awarded contract.

Encouraging Members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of Vendor's awarded contract.

Ordering Procedures

Purchase Orders, including PCA contract number and title, are issued by the Member to the Vendor according to this Contract and any supplemental contract between the Vendor and Member. Vendors and Members must also send copies of Purchase Orders to PCA, unless otherwise stipulated by PCA. PCA may request confirmation of receipt of the Purchase Order from Vendor.

Invoicing Procedures; Payments

Packing Lists or other suitable shipping documents for products must accompany each shipment and must identify

- (a) the name and address of the Vendor,
- (b) the name and address or delivery location of the receiving entity,
- (c) the Purchase Order Number, and
- (d) detailed descriptive information identifying the item(s) delivered including quantity, item number, product code, item description, number of containers, etc., as appropriate.

Vendor shall submit invoices, in duplicate, directly to the Member at the appropriate location(s) specified by the Member. Each invoice shall include the Member's Purchase Order Number and PCA contract number. All invoices shall be itemized to include the type of product(s) purchased and/or service(s) rendered. Vendor shall submit invoices a timely manner during the 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 the Member's receipt shall be made available upon request by Member.

Member will make **payments directly to Vendor**. Member placing the Purchase Order or Job Order with Vendor shall alone be liable and/or responsible for payment for products and/or services ordered and must be invoiced directly by Vendor. In any case, payment will be made only after satisfactory delivery and acceptance of services/products in good order, including the necessary documentation indicated above, and only after receipt of an accurate Invoice from the Vendor including the necessary information indicated above.

Members will not be held responsible for any products delivered or invoiced without a valid current Purchase Order stating the PCA contract number and title.

Neither PCA, Region 3 ESC nor any other Member shall be liable for the indebtedness of any other Member.

TEX. GOV'T. CODE §2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by PCA 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 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 Member receives an invoice for the products or service.

For Members whose governing bodies meet more often than once a month, payments are due by those Members within **thirty (30) days** after the later of the following:

- (1) the date Member receives product(s) under the Contract;
- (2) the date the performance of the service under the Contract is completed; or
- (3) the date Member receives an invoice for products or services.

Vendor agrees to pay any subcontractors the appropriate share of the payment received from Member not later than the **tenth (10th) day** after the date the Vendor receives the payment from Member.

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

Job Order Contracting/Construction Only – New Products

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

Sales and installation of proprietary new technology, software and equipment may be accomplished by taking the manufacturer's published retail price on equipment and installation and applying the contractor's bid coefficient and local cost index.

Engineering Services

Those companies submitting and doing work in Texas may NOT provide Engineering Services via this contract per *TEX. GOV'T. CODE §791*. In Texas, if engineering or architecture is required, the selection for such professional services shall be made by the PCA Member per Texas law. Vendors working in other states shall follow the requirements of those jurisdictions.

Title and Risk of Loss

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

Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all products/services provided by the Vendor to Region 3 ESC and/or PCA Members under this Contract. These records and accounts shall be retained by Vendor and made available for review by Members for a period of **not less than seven (7) years (some jurisdictions require 5)** from the date of completion of the service(s), receipt of product(s), the date of the receipt by the Member of Vendor's final invoice or claim for payment in connection with this Contract, or the date Member makes final payments and closes pending matters in connection with a federal grant, whichever is later.

If an audit or contract compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

Monthly Vendor Reporting

Vendor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA. 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 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, Member name, city/town, and Purchase Order total dollar amount. The monthly report shall also include an overview of pending projects and purchase/job orders.

After a PCA Member signs a Purchase Order, the awarded Vendor shall submit a copy of the Purchase Order and/or supplemental agreement, if any, to PCA along the mandatory monthly report with any change orders made prior to project completion.

Reports shall be submitted in Excel format to Purchasing Cooperative of America at 11811 North Freeway, Suite 500, Houston, TX 77060, or electronically to Reports@pcamerica.org. The Monthly Report Form is at www.pcamerica.org on the Forms Tab. Copies of signed purchase orders and supplemental contracts shall be turned into PCA along with the Monthly Report.

Administration Fee

- The PCA Administrative Fee stated in the solicitation will be based on total sales made through this Contract.
- Vendor shall honor and pay the Administration Fee for any sales resulting from this Contract that occurred within **thirty (30) days** at the completion of on-going work.
- Vendor shall pay PCA the contracted fee for monthly progress payments and/or at project completion within **thirty (30) days**.
- Failure to pay the Administrative Fee in a timely manner may result in Vendor's breach of this Contract and may result in suspension or termination of this Contract.
- In the event that Vendor's contract expires or is terminated, Vendor agrees to pay the Administrative Fee for any projects extending beyond the expiration or termination date as those Purchase/Delivery/Job Orders received prior to the expiration or termination are completed within **thirty (30) days** of close out.
- Vendor must maintain a good record for compliance under the contract, timely reporting, and prompt payment of Administrative Fees.
- Vendor shall make the check payable to "Purchasing Cooperative of America"; and send check to Purchasing Cooperative of America, Suite 500, 11811 North Freeway, Houston, TX 77060.
- If convenient for the Vendor, the check may be mailed with the monthly report

The Administrative Fee for this solicitation is two (2%) percent.

Additional Fees and Reporting Information

Some states and other government/non-profit agencies require an additional fee to use another state's or agency's contracts in their jurisdiction. If an additional fee is requested, Vendor shall submit copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charge.

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of Region 3 ESC/PCA as a requirement under *Section 791 of the Texas Local Government Code*. To do so without Region 3 ESC/PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to

utilize PCA contracts must sign an Interlocal Agreement or contract with Region 3 ESC/PCA defining the contract's use and PCA payment requirements.

If this contract is adopted by another cooperative or entity, the Awarded Contractor (Vendor) for this contract is still responsible for PCA fees based on the work performed for that entity, cooperative and/or that cooperative's Members. All such work shall be reported on the PCA Monthly Report and fees paid accordingly.

Vendor Review

Region 3 Education Service Center and Purchasing Cooperative of America desire to provide quality Vendors with its Cooperative program. Vendor must maintain a good audit record for:

- compliance under the contract
- timely activity reporting, and
- prompt payment of Administrative Fees

Right to Review, Audit and Inspect

Region 3 Education Service Center/PCA, PCA Members, any federal agency that has awarded federal funds/grant(s) to Member, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract and inspect any project performed by the Vendor relating to this Contract. Records shall be open to inspection and audit review and/or reproduction to the extent necessary to adequately permit evaluation and verification of:

- a) Vendor's compliance with this Contract and the requirements of the solicitation.
- b) Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Region 3 ESC or Members.
- c) Compliance with provisions for computing billings to Members.
- d) Any other matter related to this Contract.

Supplemental Contracts

The PCA Member and Vendor may enter into a separate, supplemental contract per purchase order. Any supplemental contract developed as a result of this Contract and/or the RFP is exclusively between the PCA Member and Vendor and shall have no effect or impact on Region 3 ESC, PCA, any other PCA Member, or this Contract. Any supplemental contract between Vendor and PCA Member may be subject to immediate cancellation by the PCA Member (without penalty to the PCA Member) if, in the opinion of the PCA Member, the quality, service, specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental contract. Copies of all supplemental agreements and purchase orders shall be sent to Region 3 ESC/PCA by the Vendor as part of this contract. See "Compliance with Specifications and Contract" for further information in Tab 5.

Tax Exempt Status

All PCA Members that are Texas governmental entities or agencies are exempt from payment of Texas State Sales Taxes under *TEX. TAX CODE §151.310* for the purchase of tangible personal property. Laws of other states govern the tax status of PCA Members in these other states. 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. PCA Members shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor is responsible for complying with all States' tax laws of states in which they work 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 Region 3 ESC/PCA and the PCA 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 Workers Compensation, shall be the sole responsibility of Vendor.

Sales Tax-Texas Only

Upon request, each Member will provide a Tax Exemption Certificate to the Vendor. Texas government entities are public jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Vendor unless the Vendor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, the respondent agrees to accept tax exemption information in such form.

IRS Request for Taxpayer Identification Number and Certification, W-9

To receive payment under this Contract, Vendor shall have a current IRS W-9 Form on file with the Member.

Other States' Tax Requirements

Payment of taxes by PCA Members Outside of Texas – PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Vendor as appropriate to the specific PCA Member.

State and Local Transaction Privilege Taxes – The PCA 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 the PCA Member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.

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.

Waiver

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

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.

Participation in PCA Program

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

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/Job Order under this Contract. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

Remedies for Non-Performance of Contract and Termination of Contract

Should the participating PCA Member suspect or find that the Contractor or any of its subcontractors are not in compliance, PCA Member 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.

This Contract shall remain in effect until

- (1) The Contract expires by its terms,
- (2) For Convenience: Region 3 ESC may terminate this Contract, in whole or in part, without penalty and without cause, by giving (30) days written notice of such termination to contractor.
- (3) For Cause: Region 3 ESC may terminate this contract if Contractor fails to perform as agreed or is not performing to the standards expected by Region 3 ESC.
- (4) The Contract is terminated by mutual consent of Region 3 ESC and Vendor with thirty (30) days' written notice. All active purchase orders must be completed.

Region 3 ESC/PCA 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/Job Order;
- (2) Make any payments owed; or
- (3) Otherwise perform in accordance with this Contract and/or the RFP.

Region 3 ESC reserves the right to terminate the Contract immediately, with written notice to Vendor, if PCA believes, in its sole discretion that it is in the best interest of Region 3 ESC PCA Members to do so.

Vendor agrees that Region 3 ESC shall not be liable for damages in the event that Region 3 ESC declares Vendor to be in default or breach of this Contract and/or the solicitation. In the event of a breach or default of the Contract and/or the solicitation by Vendor, Region 3 ESC 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 Region 3 ESC PCA Members.

New Texas Government Code for Work Done in Texas (as needed by Vendor and Member)

For contracts entered into on or after January 1, 2016, *Texas Government Code Chapter §2252.908 (H.B. 1295)* provides that a Texas governmental entity or state agency may not enter into a contract that either (1) requires an action or vote by the governing body of the entity or agency or (2) has a value of at least \$1 million, unless the business entity submits a disclosure of interested parties to the governmental entity or state agency.

The Texas Ethics Commission (Commission) has adopted a certificate of interested parties form (Form 1295) and adopted rules requiring the business entity to file Form 1295 electronically with the Commission. Information from the Commission regarding the requirements, including rules and filing information, are available on the Commission's website at the following links:

<https://www.ethics.state.tx.us/tec/1295-Info.htm>

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Region 3 ESC/PCA is not a business entity under this law (*1 Tex. Admin. Code 46.3(b)*). However, PCA Vendors may be business entities and may, for certain purchases and contracts with PCA Members, be required to file disclosures under Texas Government Code Chapter 2252. It is Vendor's responsibility to determine the applicability of, and comply with, all disclosure laws including Chapter 2252. Disclosure will not be handled by Region 3 ESC administration on behalf of PCA Member.

TAB 4 - SIGNATURE FORMS AND CHECKLIST

This checklist is provided for your convenience. Complete and submit all of the attached forms:

<u>Form #</u>	<u>Form Title</u>
<input type="checkbox"/> A.	Contract First Page for entering Company Legal Name
<input type="checkbox"/> B.	Contract Acceptance and Signatures Form – Exceptions Form Texas Law Requirement: Submitting a signed Contract Acceptance and Signatures Form is required. If this Form is NOT SIGNED, the response will be DISQUALIFIED. B cont'd - Exceptions: This form MUST be filled out if there are ANY EXCEPTIONS to the contract to be considered by Region 3 ESC/PCA. Follow the instructions on the form, enter the legal company name, date, and obtain an authorized signature. If there are no exceptions, this form does not need to be signed.
<input type="checkbox"/> C.	Conflict of Interest Questionnaire
<input type="checkbox"/> D.	Antitrust Certification Statement
<input type="checkbox"/> E.	W-9 Request for Taxpayer Identification Number and Certification
<input type="checkbox"/> F.	Vendor Certification Forms
<input type="checkbox"/> G1.	SB 9 Contractor Certification: Contractor Employees
<input type="checkbox"/> G2.	SB 9 Contractor Certification: Subcontractor
<input type="checkbox"/> H.	Contractor Certification-Arizona Requirement
<input type="checkbox"/> I.	Bond Letter, If Required
<input type="checkbox"/> J.	Certification Regarding Debarment, Suspension and Other Responsibility Matters
<input type="checkbox"/> K.	Addendum(s), If Issued
<input type="checkbox"/> L.	Vendor Questionnaire and Company Profile

FORM A
TAB 3 - CONTRACT TERMS AND CONDITIONS

**CONTRACT BETWEEN
REGION 3 EDUCATION SERVICE CENTER
AND**

(“VENDOR”)

FOR

TRENCHLESS REHABILITATION & RELATED ITEMS AND SERVICES

This Contract is entered into between Region 3 Education Service Center (“Service Center”, “Region III ESC”, “Region 3 ESC”) and Vendor, having submitted a response to RFP # 3-206-18 issued by Purchasing Cooperative of America (“PCA”) (“Cooperative”) and whose response has been accepted and awarded by Region 3 Education Service Center. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by REGION 3 ESC and PCA and eliminated from further consideration.

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, Region 3 Education Service Center and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

Entire Agreement

The term “Contract,” as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and amendments thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent’s entire response to the solicitation;
- Respondent’s Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor’s response to the solicitation, 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 solicitation or Vendor’s response to the solicitation, this Contract 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 PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member’s specific project. In the event of a conflict between this Contract and the Supplemental Contract,

Form B – Contract Acceptance and Signatures**Must be signed at Submission of Proposal**Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned 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 solicitation.

☐ No Exceptions. In the absence of any exception entry on this form, the Vendor assures Region 3 Education Service Center of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Region 3 ESC will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone: _____ Email: _____

Authorized Company Signature Date

Printed Name, Title: _____

Acceptance by Region 3 Education Service Center

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 upon by Region 3 Education Service Center and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. **Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.**

Region 3 ESC Authorized Signature Date

Printed Name: _____

Form B continued – Compliance and Exceptions Form
(fill-out only if there are exceptions)

In the absence of any exception entry on this form, the Vendor assures Region 3 Education Service Center of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ List all exceptions your company is submitting:

Use additional pages, as necessary.

Region 3 ESC/PCA will consider any exceptions indicated above in its contract award decisions.

Region 3 ESC/PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

Company Name (Please Print) _____

Authorized Signature: _____

Date: _____

FORM C – CONFLICT OF INTEREST QUESTIONNAIRE

To comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*, any company that does business with Region 3 Education Service Center 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 Region 3 ESC Board of Directors 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 the Region 3 ESC's local government officers or family Member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250.00 in the twelve (12)-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 PCA.

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.

Going forward, a Conflict of Interest Questionnaire 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 doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor 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. (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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-left: 400px;"> _____ Date </p>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Form D – Antitrust Certification Statement
TEX. GOV'T. CODE §2155.005

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

- I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below;
- In connection with this proposal, neither I nor any representative of the Company has violated any provision of the *TEX. BUSINESS & COMMERCE CODE, Chapter 15, Texas Free Enterprise and Antitrust Act*;
- In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this 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 responding, 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 Region 3 ESC or any person interested in the proposed contract; and
- All statements in Vendor's proposal are true.

<p>Vendor: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>Phone: _____</p> <p>Fax: _____</p>	<p>Company Official Authorizing Response:</p> <p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Title</p>
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Form E

Form W-9 (Rev. December 2014) 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.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type See Specific Instructions on page 2.	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:	
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see Instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>		
5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
6 City, state, and ZIP code		
7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		
		Social security number <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
		or Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and		
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and		
3. I am a U.S. citizen or other U.S. person (defined below); and		
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
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 3.		
Sign Here	Signature of U.S. person ▶	
	Date ▶	
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9 .		
Purpose of Form		
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:		
<ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) 		
<ul style="list-style-type: none"> • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) 		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.		
<i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i>		
By signing the filled-out form, you:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),		
2. Certify that you are not subject to backup withholding, or		
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and		
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.		
Cat. No. 10231X		Form W-9 (Rev. 12-2014)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1994) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9. Instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Form W-9 (Rev. 12-2014)

Page **3****Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Form F – Vendor Certifications Form

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 responders must complete and submit 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 is eligible to respond or receive a state contract.

FEDERAL 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. (1.) The prospective lower tier participant certifies, by submission of this response, 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. (2.) 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 response.

ANTI-LOBBYING 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 Byrd Anti-Lobbying Amendment, 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.

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

I, the Vendor, certify that I 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.

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).

RECORDS ACCESS AND RETENTION REQUIREMENTS

2 C.F.R. § 200.336. Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. **2 CFR § 200.333.** When federal funds are expended by PCA Members for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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.

Buy American Act (1933) applies to direct U.S. federal procurement, covers specified products, and requires the U.S. government to prefer domestic goods and services unless the head of the agency involved in the procurement has determined that the prices of the domestic suppliers are "unreasonable" or that the purchase would be "inconsistent with the public interest." The Act contains exceptions in terms of trade agreements.

Buy America Act (1983) applies only to mass-transit-related procurements such as highways, bridges, transit systems and terminal programs valued over \$100,000 and funded at least in part by federal grants issued by the Federal Transit Administration and Federal Highway Administration. Under Buy America, federal-aid funds may not be obligated for a project unless iron and steel products used in such projects are manufactured in the United States--with some exceptions.

NON-COLLUSION STATEMENT

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.**

FERPA CONFIDENTIALITY

Vendor agrees to cooperate with Region 3 ESC/PCA agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor understands that the *Family Educational Rights and Privacy Act (FERPA)*, 20 U.S.C. § 1232(g), governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

TEXAS 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 Texas 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 Texas 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.

STATE OF TEXAS FRANCHISE TAX

By submitting a 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.

OSHA

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, *the Occupational Safety and Health Administration (OSHA)*. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Region 3 ESC/PCA, PCA agents, and/or PCA Member(s) 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.

PREVAILING WAGE RATES

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, *TEX. GOV'T. CODE § 2258*, applicable to the construction of a public work, and any related federal requirements, including the *Davis-Bacon Act*, (40 U.S.C. Section 276a et seq.), and its subsequent amendments. In the event *TEX. GOV'T. CODE § 2258* applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with FEMA requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per *TEX. GOV'T. CODE § 2258.023*. Also, *McNamara-O'Hara Service Contract Act* (41 U.S.C. 351).

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX
II 2 CFR PART 200 (EDGAR)**

I, the undersigned Vendor, acknowledge the following: (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the *Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A) above, when a PCA Member expends federal funds, PCA Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. (B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.) When PCA Member expends federal funds, PCA Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. PCA Member also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if PCA Member believes, in its sole discretion that it is in the best interest of PCA Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by PCA Member as of the termination date if the contract is terminated for convenience of PCA Member. Any award under this procurement process is not exclusive and PCA Member reserves the right to purchase goods and services from other Vendors when it is in PCA Member's best interest.

**DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED
BY U.S. GOVERNMENT OR STATES**

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the List of Specially Designated Nationals and Blocked Persons (the "SDN List"). Texas Government Code (Subchapter F), Chapter 2252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan or foreign terrorist organizations: other states may have similar laws.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

PCA/Region 3 ESC or Vendor may not enter into a contract for goods or services with a company that boycotts Israel. Texas Government Code (Subchapter F), Chapter 2270, requires companies contracting with state entities to affirm they do not boycott Israel, and forbids Texas agencies from conducting business with companies that do; other states may have similar laws. By signing this agreement, the Vendor certifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

CERTIFICATION

It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the solicitation, and in the Contract.

Vendor Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

FORM G1 – 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 Region 3 ESC that they have complied and must obtain similar certifications from their subcontractors. 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. Region 3 ESC and/or the PCA 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 REGION 3 ESC or an PCA 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, *TEX. CR. CODE ANN.*; 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 Region 3 Education Service Center ("Region III ESC") 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 PCA in writing **within 3 business days**.
 - (3) Upon request, Vendor will provide PCA Member with the name and any other requested information of covered employees so that PCA Member may obtain criminal history record information on the covered employees.

If PCA 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 PCA Member.

I also certify to Region 3 ESC on behalf of Vendor that Vendor 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

FORM G2 – 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 Member 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. Region 3 ESC or other co-op 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 an PCA 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, TEX. CR. CODE ANN.*; 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 Region 3 Education Service Center and Vendor. I, the authorized signatory for Subcontractor, certify to Region 3 ESC 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 PCA in writing **within three (3) business days**.
 - (3) Upon request, Subcontractor will provide Region 3 ESC with the name and any other requested information of covered employees so that Region 3 ESC may obtain criminal history record information on the covered employees.

If a 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 Member.

I also certify to Region 3 ESC 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

FORM H – CONTRACTOR CERTIFICATION-ARIZONA REQUIREMENT

Contractor's Employment Eligibility

By entering into 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 Vendor 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 Vendor 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 *Arizona Revised Statutes* 35-391 and *Arizona Revised Statutes* 35-393, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

Date

FORM I
BONDING LETTER, IF APPLICABLE

FORM J**INSTRUCTIONS FOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. A signed certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a certification prior to purchase of goods or commencement of work.
2. The inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's (Vendor's) contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Region 3 Education Service Center's determination whether to award a contract/terminate an existing contract. However, failure of the Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. The certification is a material representation of fact upon which reliance was placed when Region 3 ESC awards/renews a contract. If it is later determined that the Vendor/Awarded Contractor knowingly rendered an erroneous certification, Region 3 ESC may terminate the contract for cause or default.
4. The Vendor/Awarded Contractor shall provide immediate written notice to Region 3 ESC per the instructions specified in the Notice paragraph of the Contract Terms and Conditions if at any time the Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of an Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

1. The Vendor/Awarded Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or State agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this submittal/renewal had— one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Vendor/Awarded Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 Authorized Company Signature

 Date

 Printed Name & Title

FORM K - ADDENDUM(S) IF ISSUED

Addendums, if issued, will be noticed on Bonfire through the www.pcamerica.org website on the Solicitation Tab.

Vendor must download the addendum; have an authorized person acknowledge the addendum by signing and dating; and submit the addendum with the company's submission or proposal.

If the company has submitted their proposal before the notice is posted, the addendum notice must be submitted by email to pcamerica@pcamerica.org.

FORM L - VENDOR QUESTIONNAIRE AND COMPANY PROFILE**1. Certification of Residency-TEXAS**

TEX. GOV'T. CODE § 2252.002, PCA "...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 (1) in the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer." **This requirement does not apply to contracts involving federal funds.** *TEX. GOV'T. CODE § 2252.004*.

"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 Texas resident. *TEX. GOV'T. CODE § 2252.001*.

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

Vendor is a Texas "resident bidder" _____ OR a "non-resident bidder" _____

- a) Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ☐ Yes ☐ No

- b) What is the prescribed amount or percentage? \$ _____ OR _____ %

2. Company Contact Information. Vendor must keep the following information up-to-date.

E-mail pcamerica@pcamerica.org with any changes.

ADMINISTRATIVE SUPPORT SERVICES (Monthly reporting, payment of admin fees, etc.):

Contact Person: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

E-mail: _____

SALES AND MARKETING CONTACT PERSON:

Contact Person: _____ Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

E-mail: _____

3. Which best describes Vendor's position in the distribution channel, if applicable:

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

4. Check all states and territories where Vendor intends to pursue work, even states where you are not currently licensed. Note: Licenses must be obtained before commencement of work

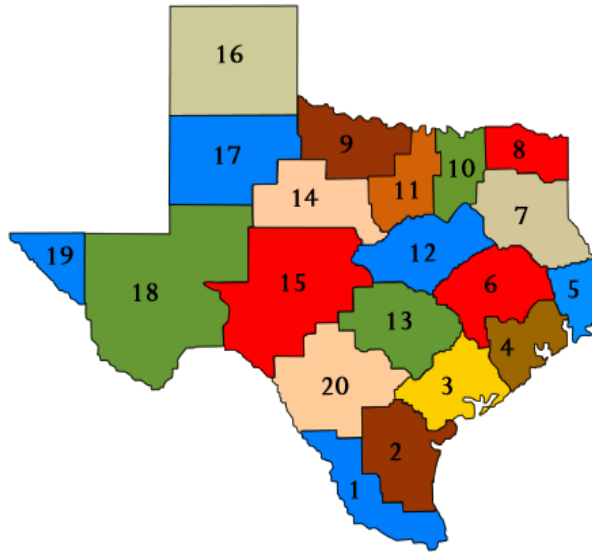
- | | | |
|--|---|---|
| <input type="checkbox"/> All States | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> 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 - see below also |
| <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 Mariana Islands | |

NAFTA / or New Trade Agreement as approved & ratified by the U.S., Canada, and Mexico

- | | |
|---------------------------------|---------------------------------|
| <input type="checkbox"/> Canada | <input type="checkbox"/> Mexico |
|---------------------------------|---------------------------------|

Texas Education Service Center Area (see map next page)

- | | | |
|--|---------------------------------|---------------------------------|
| <input type="checkbox"/> All ESCs | <input type="checkbox"/> ESC 7 | <input type="checkbox"/> ESC 14 |
| <input type="checkbox"/> ESC 1 | <input type="checkbox"/> ESC 8 | <input type="checkbox"/> ESC 15 |
| <input type="checkbox"/> ESC 2 | <input type="checkbox"/> ESC 9 | <input type="checkbox"/> ESC 16 |
| <input type="checkbox"/> ESC 3 | <input type="checkbox"/> ESC 10 | <input type="checkbox"/> ESC 17 |
| <input type="checkbox"/> ESC 4 | <input type="checkbox"/> ESC 11 | <input type="checkbox"/> ESC 18 |
| <input type="checkbox"/> ESC 5 | <input type="checkbox"/> ESC 12 | <input type="checkbox"/> ESC 19 |
| <input type="checkbox"/> ESC 6 | <input type="checkbox"/> ESC 13 | <input type="checkbox"/> ESC 20 |

Texas Education Service Center Areas Reference Map**Special Noticing Requirements of Other States**

Pursuant to certain state notice provisions, including but not limited to *Oregon Revised Statutes Chapter 279A.220*, and similar laws in other states, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with PCA and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for responses 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 <https://www.usa.gov/state-tribal-governments>.

5. Company Profile. Provide:

- a) Official company registered name: _____
- b) Company's Dun & Bradstreet number and rating: _____
- c) Company's federal tax identification number (EIN): _____
- d) Number of years company has been in the business described in this solicitation: _____
- e) Organization chart.
- f) Total number of full-time employees: _____
- g) Corporate office location: _____
- h) Location(s) of sales/service offices in the state(s) relevant to this solicitation. Include name of key contact and contact information:

- i) Description of company's relevant market and company's position within it.

- j) If you do not provide a Dun & Bradstreet rating in (b), Company agrees to provide the following financial information, if requested, at any point during the procurement process, before or after contract award:

- If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year.
- If private, Company's audited financial statements for the latest fiscal year, if available.
- Company's failure to provide financial information may impact a potential contract award.

- k) Supply your company logo a high-resolution format such as ".eps" OR ".jpg" to be used on the PCA website.

7. **References – Required**

Provide references from at least three (3) customers, preferably governmental entities, that Vendor has provided services to **in the last three years**. Vendor may supply a letter from a company on company letterhead, including contact information.

PCA reserves the right to contact the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(2) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(3) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(4) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

(5) Name: _____

Company: _____

Address: _____

Contact phone number(s): _____

Email: _____

Approximate revenue, last three (3) years: _____

8. **Insurance - All contracts require proof of insurance; for the purposes of this solicitation, the certificate holder is Region 3 ESC/Purchasing Cooperative of America, 1905 Leary Lane, Victoria, TX 77901.**

- a) State Vendor's insurance provider: _____.
- b) Provide appropriate documentation to demonstrate compliance with the Insurance Requirements in the Terms and Conditions.

9. **Accounting**

- a) Define company's standard terms of payment.
- b) Discuss the invoicing options company offers and the payment terms for each.

10. **Provide company drug testing policy/plan.**

11. **Quality Assurance/Quality Control Program (QA/QC Plan)** **If Not Applicable, initial here _____**

If QA/QC Plan is 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.

The Plan shall:

- a) Detail the day-to-day supervision of work, provide documentation of deficiencies and corrective actions, note subcontract or compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and Member's staff.
- b) Give an overview of the company's customer service department, including hours of operation, number of service centers, etc. Describe company's procedures to monitor the quality of its customer service and products.
- c) Describe company's support procedures. Detail the estimated timeframe from a Member's request to when support is provided and completed.

12. **Marketing Plan - All contracts require a marketing plan**

Vendor shall provide 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 customers/Members and efforts to educate potential Members. The plan should explain how the marketing department will interface with Vendor's management team and Vendor's customers and co-op Members.

13. Corporate Resources and Commitment - Construction ONLY **If Not Applicable, initial here _____**

Corporate resources and commitments are important as indicators of the respondent's commitment and ultimate success. Respondents must include the following information in their responses:

- a) Has a corporate officer been assigned to the program? ☐ Yes ☐ No
- b) Does the corporate officer understand his role in providing the resources necessary for the program? ☐ Yes ☐ No
- c) Does corporate understand the need for prompt payment of subcontractors? ☐ Yes ☐ No
- d) Does the company have business procedures and a business manager assigned to this program that will conform to the solicitation? ☐ Yes ☐ No
- e) Has corporate made a commitment to work with small and disadvantaged businesses within the local community? ☐ Yes ☐ No
- f) Has the company committed the people long-term to this program for continuity? ☐ Yes ☐ No
- g) Does corporate acknowledge Member's right to proposed changes in key personnel and to reserve the right to remove Vendor personnel for any reason? ☐ Yes ☐ No

14. Warranty Information, if Applicable **If Not Applicable, initial here _____**

- a) Length of standard warranty on parts/equipment/materials _____
- b) Length of standard warranty on installation/service _____
- c) Does Vendor provide extended warranties and/or maintenance contracts at an additional cost to Members? No _____ Yes _____

If so, the extended warrantee maintenance contract must be submitted as a separate line item.

- d) Is warranty coverage dependent on any specific requirements? No _____ Yes _____
If yes, explain.
- e) If Vendor's product(s) is/are deemed defective, what is the replacement process and turnaround time? _____
- f) Does Vendor provide a quality guarantee on its product(s)/service(s)? Yes _____ No _____
If so, provide a description.

15. ISO Certification - **If "Yes" Vendor must provide a copy of the ISO certification letter(s).**

Vendor is ISO certified: ☐ Yes ☐ No

16. HUB, MWBE, VOSB, SBE, etc. Participation - **Vendor must provide a copy of letter(s) or certificate(s) for Due Diligence requirements.**

Vendor is certified: ☐ Yes ☐ No

If Yes, state the certification(s) here: _____

Some PCA Members have specific goals for use of HUBs, etc., including subcontracting requirements, and will require that a plan be submitted to meet their goals. See *TEX. GOV'T. CODE, Chapter 2161*.

State percentage of Vendor's business with HUB/WMBE/SBE subcontractors: _____%

17. Awards/Certificates/Licenses

- a) List environmental, social or industry standards awards or recognition Vendor has received. Provide documentation.
- b) Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.
- c) List company and staff certifications and licenses that may be brought to this cooperative program.

18. Company Delivery Policy. State fully your delivery terms and conditions, including:

- a) Minimum order for free delivery
- b) Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.)
- c) Delivery time and fill rate
- d) Establish delivery schedule(s), where the requirement permits, which encourage participation by Small and Disadvantaged Businesses (2 C.F.R. § 200.321)

19. Freight, Deliver, Inspection & Acceptance, if applicable. **If Not Applicable, initial here _____**

20. Provide company safety plan, if applicable. **If Not Applicable, initial here _____**

21. Provide Subcontracting Plan, if applicable. **If Not Applicable, initial here _____**

22. Provide Safe and Secure Plan, if applicable. **If Not Applicable, initial here _____**

23. List all other cooperative contracts currently held by Vendor:

COOPERATIVE NAME – DISCOUNT OFFERED – EXPIRATION DATE ☐ Check here, if none.

24. If awarded a contract, an award packet will be mailed to facilitate a “kick-off” training either by meeting at the PCA office or by phone conference. Provide the contact information for where PCA should send the award packet:

Printed Name of Person to Contact: _____

Address: _____

Phone #: _____ **Email:** _____

Tab 5 - SCOPE AND SPECIFICATIONS

SCOPE

It is the intent of Region 3 Education Service Center Purchasing Cooperative of America to establish one (1) year contract(s) with four (4) subsequent one (1) year renewals for one or more Vendors to furnish and/or deliver Trenchless Rehabilitation & Related Items and Services on behalf of Region 3 Education Service Center and PCA Members, meeting the selection criteria for Texas and certain other states with similar laws. Proposers are requested to submit a proposal for offering total line of available products and services that are commonly purchased by public entities, including government agencies and school districts.

Region 3 ESC/PCA is seeking to contract on a local, regional, statewide and/or national basis with one or more companies with the experience and qualifications for providing Trenchless Rehabilitation & Related Items and Services and meeting the compliance requirements for working with public agencies including, but not limited to, public institutions such as government agencies, hospitals, law enforcement agencies and courts, educational institutions such as K-12, public and junior college systems, universities, cities and counties, as well as some non-profit organizations such as charter schools and religious institutions.

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 may be allowed per jurisdictional requirements elsewhere.

National Institute of Governmental Purchasing (NIGP Codes) including, but not limited to:

658 Pipe, Tubing, and Accessories (Not Fittings)
659 Pipe and Tubing Fittings
913 Construction Services, Heavy Maintenance and Repair

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

Provide the following information in this Tab, under this heading:

- Detail any and all skills, knowledge, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, and licenses to perform and do business with PCA Members.
- Confirm that the proposed products/services meet or exceed the specifications detailed in the solicitation and the proposed pricing complies with state and local requirements.
- Briefly describe Vendor's variety of products and services Vendor is offering to PCA Members through this solicitation including providing options and capabilities for corrective measures.
- Manufacturer's Representative: Vendors must be approved by the manufacturer to sell and/or install the brand of products submitted. Vendors must submit an approval letter from each manufacturer with their proposal, including the regions the Vendor is authorized to sell their product.

It is the responsibility of the dealers or distributors submitting a response to this RFP for products listed herein (or as a manufacturer's representative) to include with their proposal:

- (1) documented evidence from or between the Vendor and the manufacturer certifying that the dealers or distributor is a bona fide manufacturer's agent for the specific products or services proposed;
- (2) evidence that the Vendor is qualified and experienced to assess existing conditions.

- (3) develop and submit manufacturer acceptable solutions for the product lines offered;
and
 - (4) evidence that the Vendor has a good track record with the product.
- If needed Vendor shall provide training on equipment operation and servicing to the PCA Member.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this solicitation, including the Scope Section, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications.

These contracts will enable PCA Members to purchase on an “as needed” basis from competitively awarded contracts with high performance Vendors. Responders are requested to submit a proposal offering their total line of available products and services commonly purchased by government agencies, educational institutions and non-profit organizations. Vendors are encouraged to offer any product or service that they currently perform in their normal course of business in regard to the request of this solicitation.

Responses can be made for any or all services and products regarding Trenchless Rehabilitation & Related Items and Services as listed, but not limited to, in this Scope section; and also those applicable “Value Add” products and services which must include pricing to be considered for award.

PCA solicitations stress the importance of including 'Value Add' items to the vendor's offering of products/services to emphasize the concept of “best value” other than “low price”. ‘Value Add’ components may include:

- (1) Providing expert advice/consultation.
- (2) Bundling and packaging desirable packages, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.
- (3) Service levels to differentiate yourself not only by providing a higher level of service but by adding different levels of service based upon someone's size, frequency or amount of purchase. For example, you may want to have gold or platinum or silver levels of service that people qualify for, are willing to pay for, and receive when they do business with you.
- (4) Frequent buyer programs.
- (5) Transition and education teams to help them to be better able to utilize the products or services that you sell them.
- (6) Recognition and reward levels to clients or customers based upon their ability to utilize your product/service, maximize its potential, buy certain levels from you, etc.
- (7) Training.
- (8) Dedicated personnel to handle your customer's accounts personally.
- (9) Free or reduced-price delivery and/or set up charges.
- (10) Related components or parts or services.
- (11) Products/services that are adjunct the contract.

The Vendor must be willing, able and have the capacity to manufacture or obtain and deliver all supplies, materials and equipment necessary to supply services to meet the individual member's needs. PCA is seeking Vendor(s) who can provide a range of products and services to meet the individual member's needs. All products and services offered in response to this RFP must meet Member's specifications and be performed in strict accordance with federal, state, local and industry standards.

In association with services, Vendor shall prepare notifications, certifications or any other documents that are required by applicable laws and shall also distribute and retain in its records copies of all such documents as required by applicable laws.

Vendor shall provide general instructional services, as necessary, at no added cost to PCA Members with respect to the covered services. If requested to do so, Vendor shall assist Member to select appropriate materials and advise Member of the safe use of materials selected.

As necessary, supply MSDS information for chemicals and paint, etc.

Information within the RFP response will enable the evaluation committee to determine qualified Vendors that can provide PCA Members with best value for the requested products and services. Vendor shall, at the request of any Member institution, perform covered services under the terms of this agreement.

SPECIFICATIONS

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

- Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.
- Describe product(s) and/or service(s) Vendor is proposing to provide PCA Members. Provide a matrix that will allow PCA to readily compare the Vendor's products and/or services offering with other Vendors' products and services, if available.
- Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications for purchase, rental, or service.

Proposers are requested to offer their line of available products and services that are commonly purchased by governmental entities and educational institutions. Proposers are encouraged to offer any product or service that they currently perform in their normal course of business.

The following is a suggested list of Trenchless Rehabilitation & Related Items and Services for this RFP is seeking as shown below.

These products/services may include, but are not limited to:

- Cured-In-Place Pipe (CIPP) Reconstruction of Sewers,
- Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains,
- Pipe-bursting with HDPE for Sewer Lines,
- Pipe-bursting with Pre-chlorination for Water Main Replacement Procedure,
- Polyethylene (PE) Sewer Pipe Slip-lining,
- Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines,
- HDPE Tight-Fitting Liner Renewal of Pressure Pipe Lines,
- Manhole Rehabilitation,
- Gravity Sewer CIPP Lateral Renewal System

Additionally, with the 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 "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.

For supplies, Vendor shall provide a published commercially available catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms that:

- Is regularly maintained by a manufacturer or contractor, and
- Is either published or otherwise available for inspection by customers, and/or the general public.

The published commercially available catalog shall include, at a minimum:

- The contractor's stock keeping number (SKU)
- A complete and accurate description of the item
- The unit of measure (UOM)
- The quantity in the unit of measure (QUOM)
- List Price/MSRP

Description of 'Value Add' Product(s) and/or Service(s)

Vendor should describe any items Vendor can offer of value to enhance contract opportunities. Vendor must demonstrate a successful track record in the provision of these products.

Vendor shall include with their response to this solicitation, the detailed specifications and pricing for each item and service listed as a 'Value Add' item.

Include any additional information Vendor believes PCA should have when making its decision concerning contract award(s), if any. Detail any 'Value Add' options offered by Vendor; if 'Value Add' options are best described in a line item format, add 'Value Add' items to the designated area at the end of the line item list and clearly identify "Value Add" products and services offered. Failure to include applicable specifications may result in 'Value Add' items not being considered for or included in an awarded contract.

Description of Experience

Vendor must show a minimum of two (2) years' experience in the required capabilities requested under this solicitation. Vendor may subcontract with other firms to fulfill requirements for those areas being sought.

Provide the company's capabilities (as applicable) for each of the areas being sought.

NOTE: Experience can include capabilities and experience of officers of corporation to satisfy the minimum.

Warranty/Guarantee

All products purchased under this solicitation shall be **NEW** and free from defects unless rehabilitation of existing product is authorized by PCA Member and is considered part of Vendor's standard of care.

Bonding Requirements, if Applicable

If Not Applicable, initial here ____

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. Companies should provide documentation (letters) for their maximum use under this contract. Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Vendors may need to provide additional capacity as Job Orders increase. Please list bond rate. The actual cost of the bond will be a pass-through to the PCA Member and added to the Purchase Order. All bonds must be reconciled at the end of the project.

Safety Plan, If Applicable

If Not Applicable, initial here ____

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 PCA Member's staff; and the management of safety and environmental issues while working in occupied areas.

Subcontracting Plan, If Applicable**If Not Applicable, initial here _____**

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 subcontractor's 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.

Vendor is responsible under this contract for the actions all their subcontractors and for the quality of the work performed.

Safe and Secure Schools Plan, If Applicable**If Not Applicable, initial here _____**

It is the policy of PCA 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 PCA or PCA Members' property. All Region 3 ESC and most PCA 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 PCA 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.

Environmental Initiatives**If Not Applicable, initial here _____**

Region 3 ESC/PCA 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.

Region 3 ESC/PCA Reservations

PCA reserves the right to:

- Cancel this solicitation in whole or in part, at the sole discretion of Region 3 ESC/PCA.
- Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- 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 Region 3 ESC/PCA and/or PCA Members.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of PCA and/or PCA Members; Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality and equality with the Member.
- Award one or more contracts, in part or in whole, to a single or to multiple Vendors, in Region 3 ESC/PCA sole discretion.

- In auditing projects completed by the Vendor, PCA 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.
- Remove, for any reason, Vendor personnel working under this contract.

Compliance with Specifications and Contract

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation. Vendor is required to respond to all requests identified in this RFP and indicate acceptance or objection to the terms of the solicitation and the Contract Terms and Conditions. Any exceptions to the terms in the RFP or the Contract Terms and Conditions must be clearly indicated in Vendor's proposal. Deviations or exceptions stipulated in Vendor's response may result in disqualification. Any language to the effect that Vendor does not consider this solicitation to be part of a contractual obligation may result in Vendor's proposal being disqualified.

By submitting a proposal, Vendor represents that they have read and understands the solicitation and the Contract.

No equipment or products shall be delivered until a written Purchase Order from PCA Member is received by the Vendor. Any work performed under a Purchase Order before Vendor's receipt of the written Purchase Order is at the Vendor's risk.

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 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 Vendor and PCA Member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

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 PCA Member's Regular Hours.

After a contract has been awarded, Vendor shall deliver the conforming products or services procured under this Contract to PCA Member 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 PCA Member for the delayed delivery.

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

PCA 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, PCA Member may procure its needs from alternative sources without penalty.

GENERAL INFORMATION

Conditions Affecting the Work

Vendor is responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or its costs. Any failure by the Vendor to have done so does not relieve the Vendor from responsibility for successfully performing the work without additional expense to the PCA Member. Vendor shall promptly, and before conditions are disturbed, give written notice to the PCA 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 PCA Member, as well as from the drawings and specifications.

The PCA 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 PCA Member are expressly stated in the Purchase Order.

Record "AS BUILT" Drawings

Vendor shall review all drawings furnished to Vendor immediately upon receipt and shall promptly notify the PCA 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 PCA Member (or REGION 3 ESC, if the work is for REGION 3 ESC as PCA Member) 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.

Purchase Order Process

REGION 3 ESC and PCA 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 REGION 3 ESC and PCA 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 PCA Member's site and conduct a walk-through/project scoping with the PCA Member's representative to define the Scope of Work. Vendor shall perform due diligence to request and gather pertinent information, including existing conditions and PCA Member documents, including, but not limited to, hazardous materials/environmental surveys and other relevant documents.

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 PCA Member.

PCA Member will review the Proposal and may request changes. Once an acceptable Proposal and Scope of Work have been agreed to, the PCA Member may issue a Purchase Order for the project, which must be signed by Vendor and the PCA Member as a lump sum fixed price contract. TEX. GOV'T. CODE § 2269.410(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 PCA Member that is a governmental entity, as defined in Chapter 2269 of the Texas Government Code, must notice and approve in open session each job, task, or purchase order that exceeds \$500,000 unless otherwise exempted (Texas only).

In Arizona, any project exceeding \$1million must also be approved by the governing body and jurisdictional requirements as appropriate in other states.

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 PCA Member's authorized representative immediately.
- Compensation for received products, terms of progress payments, and a schedule of payments. PCA 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 the Member 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 member by the Vendor. The specifics of what is reported should be described in the Purchase Order.
- Terms for acceptance by the PCA Member and title to work must be clearly agreed upon and described. If any part of the construction requires the and PCA Member to assume control prior to the completion, this must be defined. Vendor and the PCA 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 PCA Member concerning retainage or a substitute security, which must be in full compliance with the state requirements of the PCA Member, meeting TEX. GOV'T. CODE Chapter 2252, or the governing jurisdiction.

After the Purchase Order is signed, a copy of the Purchase Order shall be sent to PCA along with any changes made prior to project completion.

Each individual Purchase Order may be limited to work at a single facility or project location, 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.

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 PCA Member and added as an addendum to the purchase order or a new purchase order generated.

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

Under emergency conditions, a portion of the Scope of Work may be issued orally by the PCA 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 PCA Member within two hours (if possible), expediting these procedures with verbal Purchase Order and a signed field book by the PCA 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.

Quality Control Issues

- During the course of the Purchase Order, the PCA 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 PCA Member shall pay the cost.
- Upon completion of the project, the Vendor shall deliver to the PCA Member all associated as-built drawings, warranties, and owner's manuals/instructions.

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 REGION 3 ESC and PCA Member with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Contract.

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 PCA Member's Regular Hours.

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

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

PCA 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, the PCA Member may procure its needs from alternative sources without penalty.

When the Purchase Order has been completed, the Vendor shall notify the REGION 3 ESC and PCA Member and have the PCA Member inspect the work for acceptance under the scope and terms in the Purchase Order. The PCA 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 and PCA Member. The vendor should strive to have a zero punch list policy.

The PCA Member reserves the right to reject a Proposal or cancel a project for any reason. The PCA 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.

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) REGION 3 ESC/PCA JOC contractors against each other or other contractors in violation of State law. If negotiations fail with a contractor, the PCA 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).

Member may be required by FEMA (See FEMA Requirements) to obtain three (3) bids to verify pricing for disaster recoveries. Low bid is one factor for award, but not the key factor for award required by FEMA.

Debris and Cleanup

The Vendor must remove and dispose of the resultant dirt and debris and keep the premises clean on a daily basis during the progress of the work for PCA Member.

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

Materials and Workmanship

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 PCA Member finds to be equal to that named. To obtain approval to use a different equipment, material, or process, the Vendor must furnish the 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 PCA 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 PCA Member, except for any completed unit of work which may have been previously accepted by the PCA Member.

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

All work must be performed in a skillful and workmanlike manner. The PCA Member may, in writing, require the Vendor to remove from the worksite any employee the PCA Member deems incompetent, careless, or otherwise objectionable. REGION 3 ESC and PCA Member may remove any Vendor employee if audit reviews of purchase orders reveal unwarranted line item charges. (If corrective action is not taken by the contractor, it may result in the suspension or cancellation of the contract.)

Associated Project Support Requirements

The purchase, delivery, and storage of project construction materials must not interfere with the PCA Member's operations.

Vendor must provide to his project offices, with minimal down time (24 hours service calls), a computer system with applicable software, including Microsoft Office, unaltered JOC project estimating software (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.

TAB 6 – PRICING

The PCA Administrative Fee of two **percent (2%)** shall be **included as part of overhead cost** on Delivery/Purchase Orders and Invoices and not listed as a separate line item on the delivery/purchase order.

Present the PCA discount from your published standard price list of products and/or services (website, etc.) along with any 'Value Add' items being included that are being proposed. The Vendor shall list published pricing with discount and additional volume price break ranges, if applicable. Vendors meeting the technical requirements, PCA may conduct a market basket survey of the presented items to establish a mean median average for the whole. Vendors falling within the average may be recommended for an awarded Region 3 ESC Contract.

PCA intends to provide multiple contract awards for varying aspects of Trenchless Rehabilitation & Related Items and Services for REGION 3 ESC and PCA Membership. The Respondent(s) will specify which CSI/SIC Codes of the corresponding Construction/Operational Craftsman Divisions listed they wish to provide services for and bid a coefficient percent off of the price book for each division or present a one-for-all of the Cost Book's Divisions. A copy of the Craftsman 2018 (or later edition) National Construction Estimator may be viewed at the Houston PCA offices (844) 722-6374 or Region 3 ESC in Victoria (361) 573-0731, ext. 256; both by appointment only.

Bid Coefficient

Coefficients represent the discount off of the National Price Book being used.

All coefficients must be rounded to two places only. Example: .953 would be rounded to .95

NOTE: The examples shown are for demonstration purposes only and are not meant as suggested bid coefficients.

Vendor may submit one coefficient for each of the Unit Price Books (UPB): Craftsman National Construction and RS Means. Vendor should use the information provided in the RFP to help establish overhead and profit (O&P). The PCA administrative fee (2%) will be included as part of the contractor's overhead. The closest appropriate zip code will apply for the location of the member's project for the local cost adjustment factor. It is recommended that the Vendor submit on both.

Xactimate or Craftsman may be used for insurance claim rehabilitation; however, additional work must be estimated using one of the Cost Books shown below.

Unit Price Book	Coefficient (Normal Hours)	Coefficient (After Hours / Premium Hours)
Craftsman National Construction Estimator		
RS Means		

CRAFTSMAN NATIONAL CONSTRUCTION ESTIMATOR

Craftsman National Construction Estimator does not include overhead and profit in the price book. This will need to be included in the coefficient. Example: First the contractor must establish their overhead (to include PCA fee) and profit. Then it is added to the Craftsman price book for the right-hand column and may add 30% to the price in the price book for Craftsman. Craftsman coefficients will be higher than 1.0 because O&P has not been included in the UPB. (See Craftsman National Construction Estimator.)

For example, as stated above, the contractor must establish their overhead (to include the PCA fee) and profit (O/P) which will be added to the total material estimate for total cost as a percentage of the total project. For Craftsman the total cost of materials being 1.0 and adding the labor and O/P with a 10% discount off the total may represent as a bid coefficient of 1.30. **(This is a clarifying example and not a recommended bid. It is up to each company to estimate their own bid.)**

R. S. MEANS

For R.S. Means the 100% cost installed (Right Hand Column) for a line item with a Bid Coefficient of .90 for installation which includes Materials, Overhead, Fee, and Profit represents a 10% discount from the cost book local adjustment factor.

R.S. Means coefficients above 1.0 will be deemed as non-responsive.

OPEN BOOK ESTIMATE (Cost Plus)

Texas does not allow the open book method; all respondents must submit bid coefficients for the cost books mentioned.

In States allowing open book estimating (such as Arizona) the contractor's overhead and profit are established and approved by the Member. Line item estimates for items that are not being self-performed require 3 (three) quotes, with the total project negotiated and approved by the member.

EDGAR REQUIREMENTS

For jurisdictions (primarily K-12) requiring EDGAR, price validation may use the Non-pre-priced method for validation and inclusion into the cost books. The number of line items being validated may vary and left up to the member and contractor to decide. (Craftsman welcomes this approach and will use this to update their cost books)

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

Cost book estimates are subject to the local zip code adjustment factor as stated for each.

BID OPTION ONE:

Procurement of original, no longer available, parts will be based upon the procurement cost of the part; plus the administrative and shop time to remove the old fixture, manufacture, and replace it. Craftsman 2018 (or current edition) NCE cost books and estimating programs will be used to provide pricing by naming the program and bidding a coefficient (Percent off). The bid coefficient includes the "Bare cost" of the item and the Overhead, PCA administration fee and Profit "Loaded Cost" included. Items not found in the book maybe acquired as non-pre-priced items by obtaining three or more quotes for the item and then adding them in the Price Book meeting the specifications (Bare Cost "material" plus Loaded Cost "all overhead profit & fee added" to achieve the total installed cost).

Single NCE Cost Book Bid for all Divisions Bid Coefficient _____

Multiple NCE Cost Book Bid Coefficients for Selected Divisions

1. Cost Book Division _____ Bid Coefficient _____

2. Cost Book Division _____ Bid Coefficient _____

3. Cost Book Division _____ Bid Coefficient _____

4. Cost Book Division _____ Bid Coefficient _____

5. Cost Book Division _____ Bid Coefficient _____

The cost books for this solicitation is either Craftsman National Construction Estimator or RS Means.

- OR -

BID OPTION TWO:

If your company has a list of published rates, offer those rates with the per cent discounts for each of the categories listed or one rate for all of your company's capability. If you have an existing price list, such as a current GSA schedule, you may use and submit that as long as it is compatible with those items found in Appendix A.

Best Price

Provide your plan for best pricing for Members. PCA expects that Vendor's response to this submittal will be their Best Price offered all governmental, cooperative or retail customers. Provide your plan for best pricing for PCA Members. Note that additional discounts may be negotiated between the Vendor and Member as long as other member agencies who meet the same criteria are offered an equal discount. The Purchase Order should reflect the additional discounts agreed upon.

NOTE: If the Vendor submits pricing with the stipulation that it is only good for a period of time less than one year, the pricing must be re-verified by the PCA Member and pricing updates submitted to PCA as contract amendment. PCA may be contacted to review the new proposed pricing. The vendor should provide adjusted price and justification for price adjustment.

The following may be used for proposal responses that do not require cost book...supply any information necessary for the vendor's submission.

Price Lists Submittals

Price Lists shall be submitted in a format that is easily understood and includes the information requested below. Submit Price Lists and/or catalogs in electronic form only. Respondents must submit products, services, warranties, etc.

Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular Vendor and the pricing per item. Electronic price lists must contain the following (if applicable):

- Manufacturer part number
- Vendor part number-if different from manufacturer part number
- Description
- Manufacturer's suggested list price; including installation service, if applicable. Price bid per item.
- Vendor's discount and net price
- Catalog items should have a percent discount off manufacturers suggested pricing and rentals should show a discount off the rental price available to the public.
- Price lists shall be uploaded in Tab 6; see Appendix A, as an example.

Vendor shall fully explain their pricing structure including:

- Core items list, if offered
- Tiered pricing based on volume, including break points, if applicable
- Variable discounts by category, if applicable
- How services are priced: training, repairs, changes/additions, etc.
- Manufacturer's certificate for your company as a Re-Seller/Installer
- Installed costs per material item; types of services per linear foot

USMCA/NAFTA

All work done in Canada or Mexico shall be paid in U.S. dollars or at the currency exchange rate as stated in the purchase order.

Purchase Order Reference

All issued and approved Purchase Orders/Work Order(s) showing PCA pricing under this contract must have PCA 3-206-18 Trenchless Rehabilitation & Related Items and Services referenced on purchase order/work order(s) and invoices(s). This information is the PCA Member's purchase justification, keeps them compliant with state and local purchasing policy, and assists the PCA Member with their periodic audits.

New Product and Price Adjustment Policy

NEW PRODUCTS/SERVICES can be added to the Vendor's contract when they become available for purchase. New products/services must meet contract specification. New products/services cannot be purchased under this contract until Region 3 ESC/PCA have reviewed the Vendor's request, and approved and executed a contract amendment. A written request to amend the contract must be submitted to PCA on company letterhead, and signed by a person with company signature authority. Vendor will include:

- Product/Service description
- Pricing
- Explanation (for example; new product/service or replacement for X product/service)
- Vendor contact information (in case of questions/clarification/discussion)

PRICE DECREASES may be accepted for existing products/services at any time during the contract term. This contract amendment must be submitted in writing on company letterhead from a person with company signature authority. Region 3 ESC/PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)

PRICE INCREASE requests must be tied to a market indicator such as the Cost Price Index (CPI) or Consumer Cost Index (CCI) or an equivalent justification. The request to amend the contract must be submitted in writing on company letterhead, and signed by a person with company signature authority. Region 3 ESC/PCA must be given sufficient time to review the request. Vendor will provide:

- Product/Service description
- Current price
- Adjusted price
- Explanation
- Vendor contact information (in case of questions/clarification/discussion)