

# Region 16 Education Service Center / TexBuy Purchasing Cooperative

5800 Bell Street  
Amarillo, Texas 79109

## REQUEST FOR PROPOSAL

### JOB ORDER CONTRACTING – RS Means

#### TEXBUY RFP #023-086

05/01/2023

Region 16 Education Service Center is accepting proposals on behalf of TexBuy Purchasing Cooperative (“TexBuy”) in response to this **Request for Proposal for State-Wide Job Order Contracting – RS Means**. Proposals may be mailed or hand-delivered to Region 16 ESC/TexBuy, 5800 Bell Street, Amarillo, TX 79109. Proposals, including all information required herein **must** be received **no later than 6/06/2023 at 2:00 p.m.**, at which time the proposals will be publicly opened and read aloud. The opening will take place in the Region 16 Education Service Center Business Office at the above address.

Envelopes must be opaque and plainly marked with the Request for Proposal description and RFP #023-086, to the attention of Andrew Pickens, Director of Purchasing. **Vendor must submit one signed original proposal, one signed copy, and one electronic PDF copy on CD or memory stick.** Region 16 Education Service Center may open unmarked proposals to properly identify them. Submitters are therefore advised to correctly mark their proposals in order to avoid the proposal being rejected if the content is compromised.

Any and all deviations from these specifications and this RFP must be clearly stated in the proposal. Any significant limitations of coverage, restrictive conditions, etc., must be clearly described.

*THESE SPECIFICATIONS ARE NOT INTENDED TO BE RESTRICTIVE WITH RESPECT TO BRAND NAMES IF A DISTINCT ADVANTAGE CAN BE DEMONSTRATED. REQUESTED INFORMATION FAILING TO MEET ALL SPECIFICATIONS WILL NOT NECESSARILY BE REJECTED, BUT ANY DEVIATIONS MUST BE CLEARLY NOTED TO BE CONSIDERED.*

Offerors accept all responsibility for delivering their proposals to the address above prior to the deadline. Proposals submitted after the deadline may be returned unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

Region 16 Education Service Center reserves the right to accept or reject any or all proposals in the best interest of Region 16 ESC, the TexBuy Purchasing Cooperative and TexBuy Members, and to waive any formalities or irregularities in the process. The term of any resulting contract will begin upon execution of a contract by Region 16 ESC. The initial contract term will be for two (2) years. Region 16 ESC reserves the right to renew the contract for up to three (3) additional one (1) year terms. The maximum term of the contract is five (5) years.

## INTRODUCTION

➤ **Background on Region 16 Education Service Center and the TexBuy Purchasing Cooperative**  
Region 16 Education Service Center (herein refers to “Region 16 ESC”) will be the Lead Public Agency on behalf of itself, its TexBuy Purchasing Cooperative, and all state agencies, local governments, public school districts, private schools, and institutions of higher education in the State of Texas, and other government agencies and non-profit organizations who are members of the TexBuy Purchasing Cooperative (“TexBuy Members” or “Members”). Region 16 ESC solicits proposals from offerors to evaluate and potentially award a contract for the goods and/or services solicited in this RFP.

Contracts are approved and awarded by a single governmental entity, Region 16 ESC, and are available for use and benefit of all TexBuy Members in order to comply with state procurement laws and regulations.

**However, due to the special requirements for construction contracts, this RFP and any contract awarded by Region 16 ESC is for the procurement of pricing from awarded vendors and is not a construction contract. Any TexBuy Member seeking to use an awarded vendor under this RFP must have its own construction contract with said vendor, with the Member’s required terms and conditions for construction (but including the pricing terms as procured in this RFP).**

➤ **The Role of TexBuy Purchasing Cooperative**

Region 16 ESC’s purchasing cooperative, TexBuy, was established as a means to increase its economic and operational efficiency for other government and public entities when procuring goods and services.

The TexBuy Purchasing Cooperative assists Region 16 ESC in helping TexBuy Members reap the benefits of national leveraged pricing, at no cost to the Members. TexBuy leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting bids and proposals and awarding contracts for commonly purchased products and/or services. Through the TexBuy solicitation process, Region 16 ESC awards contracts covering facilities, furniture, office supplies & equipment, security systems, technology, and other goods and services.

➤ **Purpose of TexBuy**

- Provide governmental, public, and nonprofit entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to help obtain the most competitive pricing and terms.
- Provide competitive price and bulk purchasing for multiple entities that yields economic benefits that are difficult to obtain by the individual entity.
- Provide quick and efficient procurement/delivery of goods and services.
- Equalize purchasing power for smaller entities that may be unable to command the best pricing and terms alone.
- Assist with use of best business practices.

**SECTION I**  
**GENERAL INFORMATION**

➤ **SCOPE**

Region 16 ESC is accepting proposals on behalf of the TexBuy Purchasing Cooperative for Job Order Contracts or “JOC”, pursuant to Texas Government Code Chapter 2269, Subchapter I. Job order contracts are used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility if (1) the work is of a recurring nature but the delivery times, type and quantities of work required are indefinite; and (2) indefinite quantities and orders are awarded substantially on the basis of prescribed and prepriced tasks. Region 16 ESC may award contracts to one or more job order contractors in connection with this Request for Proposals.

TexBuy and its Members are seeking highly qualified and experienced contractors to provide (JOC) services and goods. The Offeror must demonstrate through their response to this solicitation that they possess the necessary qualifications, background, experience, resources and capacity required to acquire, deliver and perform the required supplies, materials, equipment and labor, including, but not limited to, the following:

1. Will consult and work with individual TexBuy Members to assess and evaluate their existing facilities needs and current functional and operational conditions based on the most recent adopted federal, state, local, and industry standards and specifications. Based on the assessment and evaluation results, the Contractor will assist the Member in determining the required action(s) needed and develop a complete and comprehensive program to maintain, repair, restore and/or replace the deficiencies to a good and sound operational condition.
2. Will assist and work with owners on an ongoing basis to draft, develop or update existing short-term and long-term facility construction and maintenance plans to allow Members to properly manage their facility assets. At the Member’s request, the Contractor will implement a comprehensive maintenance program to maintain existing facility systems, replace those systems that are no longer maintainable to suggest energy-efficient, well-performing, and cost-effective products and systems for facilities repairs and replacement.
3. Use due diligence in assessing and developing the available options with associated costs required to bring and maintain an existing facility system in good condition.
4. Make available the necessary resources required to allow Members to conduct and perform ongoing inspections, have warranty work done and perform regular preventative maintenance to ensure proper care of the facility.
5. Offering a turn-key (single source) solution that includes, but is not limited to, obtaining and delivering the required supplies, materials and equipment; and performing all of the services to prepare the site, install and complete the project’s scope of work and deliver a finished product that meets or exceeds federal, state and industry standards while meeting the project’s requirements. However, the Contractor shall not perform any services which must be performed by an architect or engineer.

TexBuy Members shall have the right to reject the participation of any personnel in the performance of

the services if, in relation to the work assigned to them, the Member deems such personnel to lack the skill, experience, and expertise required to perform the services or if Member considers their performance to be substandard or otherwise detrimental to the proper completion of the services. Contractor will advise the Member promptly of any change in the project manager or other key personnel assigned to the performance of the services.

Contractor acknowledges that the safety of the TexBuy Member's students, employees, officials and guests is of the utmost importance. Contractor will endeavor to ensure that its officers, employees, agents, representatives, and consultants will take no action that would jeopardize the safety of the Member's students, employees, officials, or guests. The Member reserves the right to require Contractor's officers, employees, agents, representatives, and consultants to wear identification and stay in designated work areas at all times while on the TexBuy Member's property. The Member shall have the right to immediately remove any person from the Member's property for failure to wear identification, for being outside a designated work area, for fraternizing with or engaging in any improper behavior directed toward or in the vicinity of students, employees, officials, or guests of the Member or for any other good cause.

Contractor shall perform or cause to be performed with the appropriate entity a criminal background check of any personnel that will be performing the services within the proximity of students as required by Texas Education Code Section 22.0834 (or 22.08341 as applicable). Offeror must complete and submit the form herein titled, "CRIMINAL HISTORY CONTRACTOR CERTIFICATION." Contractor shall certify to the TexBuy Member, as applicable, that the Contractor has obtained written certifications from any subcontracting entity that the subcontracting entity has complied with the criminal history requirements as it relates to the subcontracting entity's employees. Contractor shall provide all information requested by a Member in order for the Member to perform a criminal history background check as may be required for the project. Contractor shall notify the Member of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member reserves the right to reject the proposed employee with a criminal background. No person shall be employed by Contractor who has been found guilty of any of the criminal offenses enumerated in Texas Education Code Chapter 22, Subchapter C, without prior approval of the Member.

It is the intent of Region 16 ESC to award one or more cooperative purchasing contract(s) to meet the needs of its participating TexBuy Members. Members are eligible to voluntarily purchase on an "as needed" basis from the awarded contract. The governing body of a TexBuy Member must approve each job, task, or purchase order that exceeds \$500,000, or as otherwise may be required under the rules, regulations and policies applicable to that Member.

Offeror shall be able to perform the services or provide the goods as specified in this solicitation. The submitted proposal shall include all products and services that Offeror desires to make available and the appropriate pricing structure for each. Offeror must provide pricing based on a multiplier coefficient of the R.S. Means price book sections for the categories solicited. The pricing shall be specified on the attached Proposal Form.

TexBuy Members must designate or follow specific wage rates for their construction projects. Many times, Members use wage rates under the Davis-Bacon Act. Other times, Members may use another local wage rate determination. Regardless, the Contractor must comply with the designated wage rates confirming that the RS Means Unit Price Book has taken into account the local wage rates for the geographic area.

Texas Government Code §2269.403 (b) requires that the governmental entity establish the maximum aggregate contract price when it advertises the proposal. Because this solicitation is available for use by multiple entities, there is no accurate method to project the maximum aggregate price. Therefore, a maximum aggregate contract price for sales by all awarded contractors under this solicitation is set at \$1,000,000,000. This figure is not a guarantee of any sales under the award and it should not be construed as an estimate of total sales during the contract period. If and when the \$1,000,000,000 figure is reached, the awarded contracts will expire and a new solicitation may be issued if in the best interest of TexBuy and its Members.

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, and management and shall perform all operations necessary and required for all facilities repair and replacement work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon construction contract or work order issued by participating TexBuy Members.

**Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data using the last pricing column, Total Including Overhead and Profit (Total Incl O&P) at the time of the project acceptance – the published quarterly updates will be allowed. Awarded Contractor must use RSMeans Online estimating software. Other software than this must be approved by TexBuy.**

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (“UPB”) from RS Means. When a specific project or job order is issued, the TexBuy Member and the Contractor will agree on the scope of work and the cost will be determined by applying the coefficient to the appropriate units in the UPB. Pricing will be evaluated based upon the completion of Proposal Form. Pricing must be included in the response to this RFP.

Proposer must provide a letter from their surety company(ies) that specify the bonding capacity of the proposer. The surety must be authorized to do business in the State of Texas and be listed on the Department of the Treasury’s Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be included in the response.

**ENGINEERING AND ARCHITECTURAL SERVICES EXCLUDED:  
TEXAS LAW PROHIBITS ENGINEERING AND ARCHITECTURAL SERVICES (A/E) TO BE PROCURED OR PROVIDED THROUGH AN INTERLOCAL COOPERATIVE CONTRACT SUCH AS REGION 16 ESC’S INTERLOCAL AGREEMENT WITH TEXBUY MEMBERS. THEREFORE, IF A JOB ORDER CONTRACT OR JOB ORDER REQUIRES ARCHITECTURAL OR ENGINEERING SERVICES, EACH TEXBUY MEMBER MUST INDEPENDENTLY ENGAGE SELECT OR DESIGNATE AN ARCHITECT OR ENGINEER TO PREPARE THE CONSTRUCTION DOCUMENTS AND PROVIDE DESIGN/CONSTRUCTION ADMINISTRATION SERVICES.**

Tex. Govt. Code Sec. 2269.408. USE OF ARCHITECT OR ENGINEER.

(a) If a job order contract or an order issued under the contract requires architectural or engineering services that constitute the practice of architecture within the meaning of Chapter 1051, Occupations Code, or the practice of engineering within the meaning of Chapter 1001, Occupations Code, the governmental entity shall select or designate an architect or engineer to prepare the construction documents for the project.

(b) Subsection (a) does not apply to a job order contract or an order issued under the contract for industrialized housing, industrialized buildings, or relocatable educational facilities subject to and approved under Chapter 1202, Occupations Code, if the contractor employs the services of an architect or engineer who approves the documents for the project.

Texas governmental entities, including school districts, are required to have plans and specifications prepared by and construction supervised by architects or engineers on most construction projects.

Texas Occupations Code Sec. 1051.703.CERTAIN PLANS OR SPECIFICATIONS TO BE PREPARED ONLY BY ARCHITECT.

- (a) An architectural plan or specification for any of the following may be prepared only by an architect:
- (1) a new building or modification of an existing building intended for occupancy on a 24-hour basis by persons who are receiving custodial care from the proprietor or operator of the building, regardless of the number of stories or square footage of the building;
  - (2) a new building having construction costs exceeding \$100,000 that is to be:
    - (A) constructed and owned by a state agency, a political subdivision of this state, or any other public entity in this state; and
    - (B) used for education, assembly, or office occupancy; or
  - (3) an alteration or addition having construction costs exceeding \$50,000 that:
    - (A) is to be made to an existing building that:
      - (i) is owned by a state agency, a political subdivision of this state, or any other public entity in this state; and
      - (ii) is or will be used for education, assembly, or office occupancy; and
    - (B) requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.

The state or a political subdivision of the state may not construct a public work involving engineering in which the public health, welfare or safety is involved unless the engineering plans, specifications, and estimates have been prepared by an engineer and the engineering construction is to be performed under the direct supervision of an engineer. Tex. Occ. Code §1001.407. Exceptions: (1) A public work that involves electrical or mechanical engineering, if the contemplated expense for the completed project is \$8,000 or less, or (2) a public work that does not involve electrical or mechanical engineering if the contemplated expense for the completed project is \$20,000 or less; or (3) road maintenance or improvement undertaken by the commissioners court of a county. Tex. Occ. Code §1001.053.

A local government may not enter into a contract to purchase construction-related goods or services through a purchasing cooperative under this chapter in an amount greater than \$50,000 unless a person designated by the local government certifies in writing that:

- (1) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051, Occupations Code; or
- (2) the plans and specifications required under Chapters 1001 and 1051, Occupations Code, have been prepared. Tex. Govt. Code §791.011(j).

➤ **SOLICITATION SCHEDULE**

Request for Proposal Released	May 1, 2023
Deadline for Proposals	June 6, 2023, 2:00 PM
Review and Evaluate Proposals	June 6 – 16, 2023
Region 16 ESC Board Approval	July 14, 2023

Note: With the exception of the deadline for proposals, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

➤ **INQUIRIES**

Any and all questions regarding this RFP and the program it represents must be submitted in writing via email to:

Andrew Pickens, Director of Purchasing  
[andrew.pickens@esc16.net](mailto:andrew.pickens@esc16.net)

**All questions will be answered and emailed (or otherwise made available) to all bidders/proposers.**

➤ **TERM OF CONTRACT**

The term of the resulting contract will begin upon execution of a contract by Region 16 ESC. The initial term will be for two (2) years. On or before the anniversary date(s), Region 16 may renew the contract for up to three (3) additional one (1) year terms. The maximum term of the contract is five (5) years. Either party may terminate the contract on the anniversary date, without cause, with thirty (30) days written notice to the other party and Contractor's fulfillment of all outstanding construction contracts or purchase orders received prior to the termination date.

➤ **PRE-PROPOSAL CONFERENCE**

None.

➤ **PROPOSAL SUBMITTAL**

Proposals shall be submitted in hard copy paper format using the Proposal Form provided in this solicitation to ensure complete uniformity of wording of all proposals. Proposals may be rejected if they contain any omissions, alterations in wording, conditional clauses, or irregularities of any kind. Additional original content information may be attached to the form to further explain the proposal as necessary. Submittal shall include one (1) original which shall be manually signed in ink by a person having the authority to bind the company to a contract, one (1) signed copy, and an electronic copy in PDF format stored on a CD or memory stick. Any proprietary or confidential information in the proposal must be clearly marked as such and kept separate in the submittal and marked "**CONFIDENTIAL**" to separate it from the rest of the proposal. Release of confidential information through an open records request is subject to the Texas Attorney General Office's discretion.

Sealed proposals will be accepted at:

**Region 16 ESC / TexBuy  
5800 Bell Street  
Amarillo, Texas 79109**

until the RFP closing time and date. At that time the proposals will be publicly opened and read aloud. The proposal packages will be time/date stamped when received which shall be the official time of receipt for all packages received. Any proposal package received after the time and date specified or at any other location shall be considered void and not accepted. **Oral, telegraphic, telephonic, e-mailed, or facsimile responses will NOT be accepted.**

Proposals must be enclosed in a sealed and opaque package. The outside of the package shall be labeled as follows:

**Region 16 ESC / TexBuy  
Attn: Andrew Pickens  
RFP # 023-086 JOC  
Open June 6, 2023, 2:00 p.m.**

Proposals must be submitted using this entire RFP document. Failure to submit all pages of this document may result in disqualification of the proposal. By submittal of this proposal, Offeror certifies, to the best of his/her knowledge, that all information is true and correct.

➤ **KEY EVALUATION CRITERIA (RANKING AND SELECTION)**

Upon receipt, Region 16 ESC will review the proposals and make recommendations to the Region 16 ESC Board of Directors. This is a negotiated procurement, and as such, award will not necessarily be made to the Proposer submitting the lowest price/cost Proposal. **TexBuy will evaluate proposals on the basis of the selection criteria listed below. A weighted value for each of the areas is assigned and will be used in determining the contractor(s) that provides the “best value.”**

Upon receipt, Region 16 ESC will review the proposals and make recommendations to the Region 16 ESC Board of Directors. This is a negotiated procurement, and as such, award will not necessarily be made to the Proposer submitting the lowest price/lowest cost Proposal. TexBuy will evaluate proposals on the basis of the selection criteria listed below. A weighted value for each of the areas is assigned and will be used in determining the contractor(s) that provides the best value.

Pursuant to Section 2269.055 of the Texas Government Code and Section 44.031 of the Texas Education Code, Region 16 ESC shall consider the following evaluation criteria and weights/points in determining to whom to award this contract:

**Evaluation Criteria and Weight/Points:**

General Firm Information	20 points
General Experience	20 points
Proposed Personnel	10 points
Price	50 points

By submitting its Proposal in response to this package, the Offeror accepts the methodology and



evaluation process and acknowledges and accepts that determination of best value will require subjective judgments by Region 16 ESC based upon the information responsive to the Evaluation Criteria and Weight/Points Value as contained herein.

All responses in your submission may be used to rank offerors based on the criteria. Region 16 ESC reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to Region 16 ESC without regard to whether such information appears in your submission. By submitting a proposal, each offeror agrees to waive any claim it has or may have against Region 16 ESC, TexBuy, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal, including, but not limited to; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of a contract.

➤ **SUBMISSION OF POST-PROPOSAL INFORMATION**

Upon request by the Region 16 ESC, each offeror shall, within the time frame requested, submit any additional information required by Region 16 ESC to evaluate a proposal.

➤ **CONTRACT AWARD**

By submitting a proposal in response to this solicitation, Offeror understands that it has submitted an offer to contract with Region 16 ESC and agrees to all of the Standard Terms and Conditions contained herein.

All awards, if any, will be made by Region 16 ESC, on behalf of TexBuy Purchasing Cooperative, within ninety (90) days after opening the proposals. Notification of award will be sent to all successful offerors and posted on TexBuy's website.

Upon award, a Region 16 ESC representative will countersign the solicitation signature page thus formally completing the contract execution process as between Region 16 and the Offeror. No other contract documents will be executed between Region 16 ESC and the contractor(s), except as an amendment.

TexBuy Members shall require Contractors to enter into separate construction contracts in addition to these terms and conditions, to address the Member's specific contractual and construction needs.

## SECTION II

### QUESTIONNAIRE

Proposals are to include the information requested in this questionnaire in the sequence and format listed below. Each of the selection criteria listed above is associated with certain questions and will be evaluated based on this format. Failure to respond in this sequence and format will result in reduction of points or disqualification.

#### **General Firm Information (Organization, Finances, Claims/Litigation, Safety Record) 20 Points**

##### **A. Organization (5 Points)**

1. Name of Firm
2. Address of principal office
3. Phone Number
4. Fax Number
5. E-mail Address
6. Type of Business Organization (Corporation, Partnership, etc.)
7. Year Founded
8. Contact Person (with telephone and email address)
9. Company's Dun & Bradstreet (D&B) number
10. Does your organization qualify as a resident bidder under Texas Government Code Chapter 2252? If not, please list the state of residence of your organization.
11. State how many years your organization has been in business in its current capacity.
12. Has your organization operated under any former names? If so, list those names.
13. Please include a current W-9.
14. If your organization is a corporation, state the date of incorporation, the state of incorporation, president's name, vice president's name, secretary's name, and treasurer's name.
15. If your organization is a partnership, state the date of organization, type of partnership, and names of general partners.
16. If your organization is individually owned, state the date of organization and the name of the owner.
17. If your organization is a form other than those listed above, please describe it name your principals.
18. List jurisdiction and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
19. List jurisdictions in which your organization's partnership or trade name is filed.
20. Within the last five (5) years, has an officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).

##### **B. Finances (5 points)**

21. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement.

22. Provide the name of the bonding company your organization uses, including the name and address of an agent. Proof of ability to bond (and total bonding capacity) will be required prior to selection.
23. Describe how a TexBuy Member will be able to verify that a price quote provided by the Contractor is in compliance with TexBuy contract pricing.
24. What are your net terms of payment?
25. Do you accept credit cards for payment?
26. Do you accept Purchase Orders?
27. Does your company agree to report Quarterly sales through this contract for the purpose of calculating the TexBuy service fee via email (spreadsheet format preferred)?

**C. Claims/Litigation (5 Points)**

28. Claims and suits: If the answer to any of the questions below is yes, please attach details:
- 28.1 Has your organization ever failed to complete any work awarded to it?
  - 28.2 Are there any judgments, claims, arbitration proceedings or suits outstanding against your organization or its officers?
  - 28.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last seven (7) years?
  - 28.4 Has your organization had any claims asserted against it in the last seven (7) years?

**D. Safety Record (5 Points)**

29. Provide information related to your firm's accident frequency rate for the last five (5) years, including any OSHA citations and deaths that have occurred on your projects.
30. Describe your organization's safety plan and provide your workers' compensation experience modification factor. The safety plan should specifically address how the Contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the Member's staff and management of safety and environmental issues while working in occupied areas.
31. List any safety awards your company has received within the past five (5) years.

**E. General Experience (20 Points)**

32. List the Texas governmental entity (school, higher education, city, county, etc.) projects or similar projects constructed by your organization over the last five (5) years. For each project, provide the name, nature of the project/function of the building, size (square footage), location, cost, delivery method used, date of notice to proceed, contractual completion date, actual completion date, owner and architect/engineer (including telephone numbers and email addresses) and type of project. (15 points).
33. List the major construction projects your organization has in progress, giving the name and location of the project, owner, architect, contract amount, percent complete, and scheduled completion date. (3 points)
34. Describe your firm's process for handling requests for information and change orders to facilitate the smooth progress of the Project. (2 points)

**F. Proposed Personnel (10 Points)**

- 35. Identify the Project Manager and Site Director of Maintenance who will work on the projects. Provide a resume and references for each individual. (5 points)
- 36. Describe the team proposed for these projects and a description of planned efforts to provide quality work, meet schedules, and work within the budget. (5 points)

*\*Note: The selected Contractor(s) shall include the team of its employees presented in response to the RFP. Should any of those team members leave the employment of the Contractor during the project, the Contractor shall substitute that team members with a person of the same or higher qualifications, subject to the Member's approval.*

By signing below, I certify that the above information is true, complete, and accurate and that I am authorized by my company to make this certification.

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Signature of Authorized Company Official

Printed Name and Title

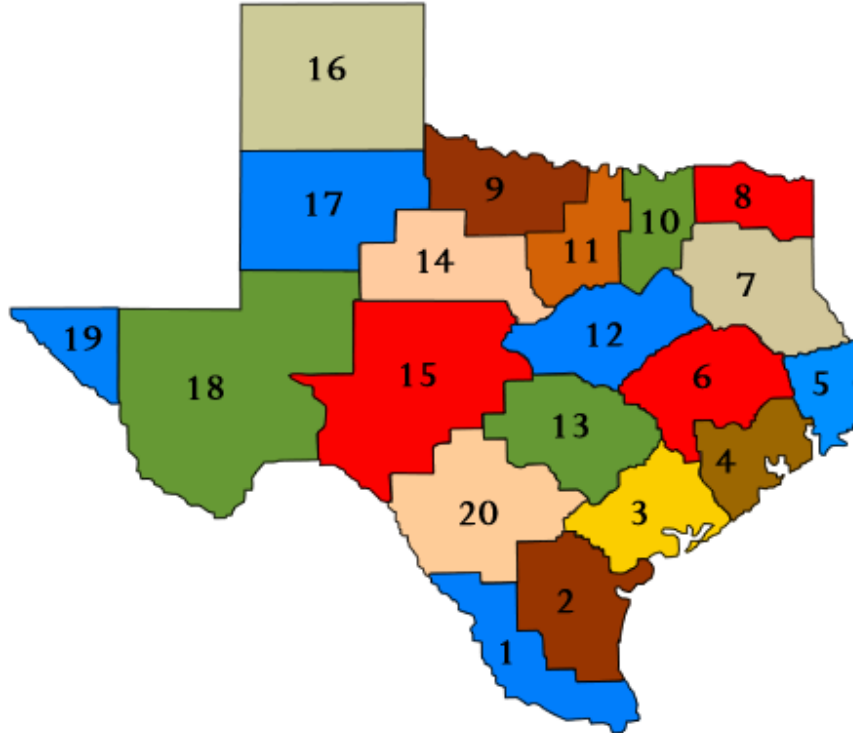
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Date

***End of Questionnaire***

**REGIONAL MAP/CHECKLIST**

Using the map and checklist below, indicate the Regions within the State of Texas in which your company can offer its goods and services. If your company is able to offer its goods and services state-wide, please indicate as such by checking "ALL Regions".



**PLEASE CHECK ALL THAT APPLY**

- |                                |       |                                 |       |
|--------------------------------|-------|---------------------------------|-------|
| Region 1 - Edinburg Area       | _____ | Region 11 - Fort Worth Area     | _____ |
| Region 2 - Corpus Christi Area | _____ | Region 12 - Waco Area           | _____ |
| Region 3 - Victoria Area       | _____ | Region 13 - Austin Area         | _____ |
| Region 4 - Houston Area        | _____ | Region 14 - Abilene Area        | _____ |
| Region 5 - Beaumont Area       | _____ | Region 15 - San Angelo Area     | _____ |
| Region 6 - Huntsville Area     | _____ | Region 16 - Amarillo Area       | _____ |
| Region 7 - Kilgore Area        | _____ | Region 17 - Lubbock Area        | _____ |
| Region 8 - Mount Pleasant Area | _____ | Region 18 - Midland/Odessa Area | _____ |
| Region 9 - Wichita Falls Area  | _____ | Region 19 - El Paso Area        | _____ |
| Region 10 - Richardson Area    | _____ | Region 20 - San Antonio Area    | _____ |

**OR**

**ALL Regions** \_\_\_\_\_

**FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code states:

“A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

“A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Please check one of the following:

Offeror is a publicly held corporation. (This notice requirement does not apply to a publicly held corporation pursuant to 44.034(c)).

Offeror is not owned or operated by anyone who has been convicted of a felony.

Offeror is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of individual convicted of a felony: \_\_\_\_\_

General description of the conduct resulting in the conviction: \_\_\_\_\_

**DEBARMENT**

Neither the Offeror nor an owner or principal of Offeror has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension,” as described in the Federal Register and Rules and Regulations.

No, Offeror is not currently debarred, suspended, or otherwise ineligible.

Yes, Offeror is currently debarred, suspended, or otherwise ineligible.

**FORM 1295 - CERTIFICATE OF INTERESTED PARTIES**

Offeror shall comply with all rules and regulations related to submission of a Form 1295 “Certificate of Interested Parties,” to Region 16 ESC and to any TexBuy Member. Pursuant to Section 2252.908 of the Government Code, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract

may be signed or (2) has a value of at least \$1 million. Information regarding Form 1295 and the online filing process is available at <https://www.ethics.state.tx.us/filinginfor/1295/>.

**TEXAS RESIDENT INFORMATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a “resident” offeror is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas. A governmental entity may not award a governmental contract to a non-resident bidder unless the non-resident 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 non-resident bidder to obtain a comparable contract in the state in which the non-resident’s principal place of business is located. Please answer as follows:

\_\_\_\_\_ Offeror is a resident.

\_\_\_\_\_ Offeror is a non-resident.

Offeror’s principal place of business is located in the State of: \_\_\_\_\_

Complete Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

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

**VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instrumental materials. Among the criteria for certain contracts is whether the Vendor or the Vendor’s ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

To the extent applicable, if neither company nor the ultimate parent company or majority owner has its principal place of business in Texas, does Offeror, ultimate parent company, or majority owner employ at least 500 people in Texas?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

**MWBE/HUB BUSINESS CERTIFICATION**

A proposer that has been certified as a Minority/Women Business Enterprise (also known as an “Historically Underutilized Business” or “HUB” and all referred to in this form as a “HUB”) is encouraged to indicate its HUB certification status when responding to this solicitation. Offeror certifies that the company has been certified in the following categories: (Please check all that apply.)

\_\_\_\_\_ Minority Owned Business

\_\_\_\_\_ Women Owned Business

\_\_\_\_\_ My company has NOT been certified as HUB

Certificate Number \_\_\_\_\_

Name of Certifying Agency \_\_\_\_\_

Disadvantaged Business Enterprises (DBEs) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

**DEVIATION & COMPLIANCE**

If Offeror intends to deviate from the Standard Terms and Conditions, Specifications, or other requirements associated with this RFP, Offeror must list or reference all such deviations on this form and provide complete and detailed information regarding the deviations below. Region 16 ESC may consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described below. Offeror asserts that it will fully comply with and agrees to the Standard Terms and Conditions, Specifications, and all other requirements associated with this RFP, if awarded a contract.

List and fully explain any deviations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attached pages as necessary)

**Miscellaneous:**

Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller’s list such omission or misrepresentation will void any resulting agreement.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to a resulting contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails



to comply with a requirement of that subchapter. Therefore, if the value of the contract is One Million Dollars (\$1,000,000.00) or more, the Contractor agrees to : (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the participating agency for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of the governmental body; and (3) on completion of the contract, either: (a) provide at no cost to the governmental body all contracting information related to the contract that is in the custody or possession of the Contractor; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to the governmental body.

Contractor verifies by its signature that it is not an abortion provider or an affiliate of abortion providers.

**“EDGAR” VENDOR CERTIFICATION**  
(2 CFR Part 200 and Appendix II)

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

*For each of the items below, the Offeror should certify the Vendor’s agreement and ability to comply, where applicable, by having the Authorized Company Official check and initial the applicable boxes and sign the acknowledgement at the end of the “EDGAR Vendor Certification” section. **If you fail to complete any portion of the following section, TexBuy will consider the Vendor’s response as “NO”, the Vendor is unable or unwilling to comply. A “NO” response to any of the items may, if applicable, impact the ability of a TexBuy Member to purchase from the Vendor using federal funds.***

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**ITEM 1 - VENDOR VIOLATION OR BREACH OF CONTRACT TERMS: APPENDIX II TO 2 CFR PART 200**

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

Provisions regarding Vendor default are included in the TexBuy “Terms of Contract”. Any Contract award will be subject to such TexBuy “Terms of Contract”, as well as any additional terms and conditions in any Member’s separate construction contract agreed upon by Vendor and the Member, which must be consistent with and protect the Member at least to the same extent as the TexBuy “Terms of Contract”.

The remedies under the Contract are in addition to any other remedies that may be available under law or inequity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

**Vendor Certification - Item 1**

**YES, I agree to the above. (Initial: \_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 2 - TERMINATION FOR CAUSE OR CONVENIENCE:**

For any TexBuy Member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following terms and conditions shall apply:

The TexBuy Member may terminate or cancel any construction contract or purchase order under this contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this paragraph, the Member shall only be required to pay the Vendor for goods or services delivered to the TexBuy Member prior to the termination and not otherwise returned in accordance with the Vendor's return policy. If the TexBuy Member has paid the Vendor for goods and services not yet provided as of the date of termination the Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a TexBuy Member purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is included in the Member's purchase order or construction contract agreed to by the Vendor, the TexBuy Member's provision shall control.

**Vendor Certification - Item 2**

\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_)

\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_)

**ITEM 3 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

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

**Vendor Certification - Item 3**

\_\_\_\_ YES, I agree to the above. (Initial:\_\_\_\_)

\_\_\_\_ NO, I do NOT agree to the above. (Initial \_\_\_\_)

**ITEM 4 - RIGHT TO INVENTIONS MADE UNDER A CONTRACT OF AGREEMENT:**

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

Vendor agrees to comply with the above requirements when applicable.

**Vendor Certification - Item 4**

**YES, I agree to the above. (Initial:\_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 5 - CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

**Vendor Certification - Item 5**

**YES, I agree to the above. (Initial:\_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 6 - DEBARMENT AND SUSPENSION:**

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

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify

TexBuy and all TexBuy Members with pending purchases or seeking to purchase from Vendor if the Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Vendor Certification - Item 6**

**YES, I agree to the above. (Initial:\_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 7 - BYRD ANTI-LOBBYING AMENDMENT:**

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

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**Vendor Certification - Item 7**

**YES, I agree to the above. (Initial:\_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 8 - RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID WITH FEDERAL FUNDS:**

When federal funds are expended by TexBuy Members for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in CFR § 200.33. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.33 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Vendor Certification - Item 8**

**YES, I agree to the above. (Initial:\_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 9 - PROCUREMENT OF RECOVERED MATERIALS:**

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

**Vendor Certification - Item 9**

YES, I agree to the above. (Initial:\_\_\_\_)

NO, I do NOT agree to the above. (Initial \_\_\_\_\_)

**ITEM 10 - DOMESTIC PREFERENCES FOR PROCUREMENT:**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber and lumber.

Pursuant to Federal Rule 10 above, when federal funds are expended by a TexBuy Member, Vendor certifies, by signing this document, that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Vendor Certification - Item 10**

YES, I agree to the above. (Initial:\_\_\_\_)

NO, I do NOT agree to the above. (Initial \_\_\_\_\_)

**ITEM 11 - BAN ON FOREIGN TELECOMMUNICATIONS:**

Federal grant funds may not be used to purchase equipment services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua technology Company (or any subsidiary or affiliate of such entities.)

Pursuant to Federal Rule 11 above, when federal funds are expended by a TexBuy Member, Vendor certifies by signing this document, Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR § 200.216, equipment or services as a substantial or essential component of any stem, or as critical technology as part of any system.

**Vendor Certification - Item 11**

**YES, I agree to the above. (Initial:\_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 12 - PROFIT AS A SEPARATE ELEMENT OF PRICE:**

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a TexBuy Member may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323.

- (a) The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Contractor, the Contractor’s investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

When required by a TexBuy Member, the Vendor agrees to provide information and negotiate with the TexBuy Member regarding profit as a separate element of the price for the particular purchase. However, the Vendor agrees that the total price, including profit, charged by Vendor to the TexBuy Member shall not exceed the awarded pricing, including any applicable discount, under the Vendor’s Contract with Region 16/TexBuy Purchasing Cooperative.

**Vendor Certification - Item 12**

**YES, I agree to the above. (Initial:\_\_\_\_\_)**

\_\_\_\_\_ **NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 13 - GENERAL COMPLIANCE AND COOPERATION WITH COOPERATIVE MEMBERS**

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

Vendor agrees that the Member's Inspector General 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.

**Vendor Certification - Item 13**

\_\_\_\_\_ **YES, I agree to the above. (Initial:\_\_\_\_\_)**

\_\_\_\_\_ **NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 14 - NON-COLLUSION STATEMENT**

The Vendor certifies under penalty of perjury that your 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.

**Vendor Certification - Item 14**

\_\_\_\_\_ **YES, I agree to the above. (Initial:\_\_\_\_\_)**

\_\_\_\_\_ **NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 15 - DAVIS-BACON ACT**

*[Applicable to construction contracts where federal funds are being used for the project. If federal funds are not being used, the prevailing wages adopted by the Member may apply to the construction project – which may or may not be the Davis-Bacon rates.]*

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current



prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal award agency.

**Vendor Certification - Item 15**

Pursuant to the Federal Rule above, when federal funds are expended by TexBuy Members, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**YES, I agree to the above. (Initial: \_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 16 - BUY AMERICA PROVISIONS**

The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically unless an authorized exception exists and has been approved by the District.

**Vendor Certification - Item 16**

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

**YES, I agree to the above. (Initial: \_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

**ITEM 17 - EQUAL EMPLOYMENT OPPORTUNITY**

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

Pursuant to Federal Rule (C ) above, when federal funds are expended by TexBuy Members or any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Vendor Certification - Item 17**

Vendor will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**YES, I agree to the above. (Initial:\_\_\_\_\_)**

**NO, I do NOT agree to the above. (Initial \_\_\_\_\_)**

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*Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.*

Company Name \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**ANTITRUST CERTIFICATION STATEMENT – Texas Government Code Sec. 2155.005**

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

1. I am duly authorized to execute this contract on my own behalf or on the behalf of the company, corporation, firm, partnership, or individual (Company) listed below.
2. In connection with this proposal, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws referenced in Texas Business & Commerce Code Chapter 15.
3. In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have 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.

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

Signature of Authorized Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Company Official's Title \_\_\_\_\_

## Chapter 2271 VERIFICATION

Pursuant to Texas Government Code Chapter 2271, as amended, if any proposed contract is valued at \$100,000 or more and if the Vendor has at least ten (10) full time employees, then Vendor, by its submission of a proposal represents and warrants that Vendor does not boycott Israel and will not boycott Israel during the term of any applicable agreement. This section does not apply to sole proprietorship.

STATEMENT: "I verify that the company named below, does not boycott Israel and will not boycott Israel during the term of the above referenced contract."

*Definition: "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.*

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

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

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

Signature of Authorized Company Official: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

## CRIMINAL HISTORY AND BACKGROUND CHECKS: CONTRACTOR CERTIFICATION (AS APPLICABLE)

Texas Education Code Chapter 22 requires entities (“Contractors”) that contract with school districts or charter schools to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to TexBuy/Region 16 ESC that they have complied and have provided all information (or will provide all information) needed by the school district to obtain the criminal history records, and must obtain similar certifications from their subcontractors. Contractors must certify to TexBuy/Region 16 ESC that they have complied and must obtain similar certifications from their subcontractors. The law requires each Contractor to obtain (or the school district to obtain on the Contractor’s behalf) the criminal histories of its covered employees. For more information a Contractor should contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474. For additional information regarding the process, see <https://tea.texas.gov/texas-educators/investigations/fingerprinting/requirements-for-school-district-contractors>. See also Texas Education Code Sections 22.0834 and 22.08341.

### 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. TexBuy and/or the TexBuy Member 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 TexBuy and/or the TexBuy Member; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).*

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On behalf of \_\_\_\_\_ (“Contractor”), I, the undersigned authorized signatory for Contractor, certify to Region 16 ESC that: (check one)

\_\_\_\_\_ None of Contractor’s employees are *covered employees*, as defined above. I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

\_\_\_\_\_ Some or all of Contractor’s employees are *covered employees*. If this checked, I further certify that:

1. None of the covered employees has a disqualifying criminal history.
2. Contractor has obtained all required criminal history record information regarding its covered employees or will provide all information that may be needed by Region 16 ESC or a TexBuy Member in order for that entity to obtain all required criminal history record information.

3. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify TexBuy and the applicable TexBuy Member(s) in writing within 3 business days.
4. Contractor will provide TexBuy and/or the TexBuy Member with the name and any other requested information of covered employees so that TexBuy and/or the TexBuy Member may obtain criminal history record information on the covered employees.

If TexBuy/Region 16 ESC or the TexBuy Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at TexBuy/Region 16 ESC/ or to TexBuy Members.

I also certify to TexBuy/Region 16 ESC on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature of Authorized Company Official: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CHAPTER 2274 (VERIFICATION)  
DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

Pursuant to Texas Government Code, Chapter 2274, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not Discriminate Against Firearm and Ammunition Industries during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents, and warrants to TexBuy/Region 16 ESC that the Company:

1. Does not Discriminate Against the Firearm and Ammunition Industries, and:
2. Will not Discriminate Against the Firearm and Ammunition Industries during the term of the contract (if any) between the above-named Company, business or individual with TexBuy/Region 16 Education Service Center.

This statement will also be included in any contract that may results from this procurement.

*Pursuant to Texas Government Code Sections 2274.001:*

1. *“Discriminate against a firearm entity or firearm trade association” means, with respect to the entity or association, to:*
  - a. *Refuse to engage in the trade of any goods or services.*
  - b. *Refrain from continuing an existing business relationship.*
  - c. *Terminate an existing business relationship, or*
  - d. *Otherwise express a prejudice against the entity or association.*
2. *Does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and*
3. *Will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association.*
4. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

**THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS TEXBUY/REGION 16 ESC, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON TEXBUY/REGION 16 ESC’S RELIANCE ON THIS VERIFICATION.**

**CHAPTER 2274 (VERIFICATION)  
DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

Exempt due to (select applicable condition):  Sole Proprietorship  10 or fewer employees

Signature of Company Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with Region 16 ESC

Chapter 2274 (VERIFICATION) DOES NOT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES REVISED SEPTEMBER 2021
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**CHAPTER 809 (VERIFICATION)  
DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES**

Pursuant to Texas Government Code, Section 1, Subtitle A, Title 8, as amended by adding Chapter 809, and Section 2, Subtitle F, Title 10, as amended by Adding Chapter 2274 (TX SB 13)/2021-2022/87th Legislature), if Contractor is a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not and will not boycott certain energy companies during the term of this Agreement.

If not exempt from this requirement, pursuant to Texas Government Code Chapter 2274, as amended, the undersigned authorized representative of the company named below (hereinafter referred to as Company), verifies, represents, and warrants to TexBuy/Region 16 ESC that the Company:

1. Does not boycott energy companies, and:
2. Will not boycott energy companies during the term of the contract (if any) between the above-named Company, business or individual with TexBuy/Region 16 Education Service Center.

This statement will also be included in any contract that may results from this procurement.

Pursuant to Texas Government Code Section 1.A.8.809 and Section 2.F.10.2274:

1. *“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:*
  - a. *Invests in or assists in the exploration, production, utilization, transportation, sale, or Manufacturing of fossil fuel-based energy; or*
  - b. *Does business with a company described in Paragraph (a).*
2. *“Listed company” means a company listed by the comptroller under Section 809.051.*
3. *“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit.*

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS TEXBUY/REGION 16 ESC, ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON TEXBUY/REGION 16 ESC'S RELIANCE ON THIS VERIFICATION.

Exempt due to (select applicable condition):     Sole Proprietorship     10 or fewer employees

Signature of Company Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CHAPTER 809 (VERIFICATION)  
DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES**

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

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

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

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business Region 16 ESC

Chapter 809 (VERIFICATION) DOES NOT BOYCOTT CERTAIN ENERGY COMPANIES REVISED SEPTEMBER 2021
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## SB 252 CERTIFICATION

The 2017 Texas Legislature enacted Senate Bill 252 (codified in chapter 2252 of the Texas Government Code) relating to prohibiting governmental contracts with a company doing business with Iran, Sudan, or a foreign terrorist organization.

### *Definitions:*

*“Foreign Terrorist Organization” means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.*

*“Governmental Contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or public works project or for purchase of supplies, materials or equipment. This term includes a contract to obtain a professional or consulting service subject to Chapter 2254 of the Texas Government Code.*

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STATEMENT: I hereby certify that \_\_\_\_\_ (Company/business name) is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify TexBuy Purchasing Cooperative.

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

Signature of Company Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

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

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**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.

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?

Yes       No

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?

Yes       No

**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.

**6**  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).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**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:

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(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.

➤ **COOPERATIVE PROGRAM PARTICIPATION**

Please place a checkmark next to the cooperative purchasing program that has awarded your company a current contract.

- TASB BuyBoard
- Texas Comptroller's Office T-PASS/TXMAS
- U.S. Communities Purchasing Alliance
- The Cooperative Purchasing Network (TCPN)
- Houston/Galveston Area Council (HGAC)
- Choice Partners
- NCPA Coop
- DIR (Texas Department of Information Resources)
- Other (please list) \_\_\_\_\_
- No previous cooperative contracts awarded.

➤ **PUBLIC DISCLOSURE LAWS**

All Proposals, forms, documentation, or other materials submitted by the Offeror to TexBuy Purchasing Cooperative in response to this RFP may be subject to the public disclosure requirements of the Texas Public Information Act (Texas Government Code Chapter 552) or similar disclosure laws. The Offeror must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that the Offeror considers proprietary or confidential. If the Offeror fails to properly and clearly identify the information below, TexBuy and Region 16 ESC shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar law. However, Region 16 shall make a good faith effort to notify the Offeror of any third-party request for information that the Offeror has identified in this form as proprietary or confidential. The Texas Attorney General’s Office will determine whether such information may be considered proprietary or confidential and Region 16 ESC/TexBuy shall have no liability for complying with such a determination.

Please check one of the following:

NO, I certify that none of the information included with this Proposal is considered proprietary or confidential.

YES, I certify that this Proposal contains information considered proprietary or confidential and all such information is identified below.

Clearly Identify Documents or Pages that Contain Proprietary/Confidential Information (attach additional sheets if needed):

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➤ **COPYRIGHT INFORMATION**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

NO, Proposal does not contain copyright information.

YES, Proposal does contain copyright information.

If you responded “YES”, please identify the specific documents or pages containing copyright information (attach additional sheets if needed):

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➤ **CONSENT TO RELEASE CONFIDENTIAL/PROPRIETARY/COPYRIGHT INFORMATION TO  
TEXBUY MEMBERS**

TexBuy Members seeking to make purchases using the TexBuy contract may wish to view information included in the Proposals of awarded vendors. If you indicated that any of your included information is proprietary, confidential, or subject to copyright, and you are awarded a contract, your acceptance of the award constitutes your consent to the disclosure of such information to TexBuy Members.

Note: Neither TexBuy Purchasing Cooperative nor its Administrators and personnel will be responsible for the use or distribution of information by TexBuy Members or any other party.

*By signing below, I certify that the information contained in “Public Disclosure Laws” and “Copyright Information” is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.*

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



➤ **PROPOSED PRODUCTS AND SERVICES**

On a separate page(s), provide a detailed summary of your proposed products and services as specified in the Specifications section of this RFP.

➤ **COST**

On the attached Proposal Form, provide a detailed summary of the proposed pricing for the items specified.

## SPECIFICATIONS

Please prepare your proposal based on the following information:

It is the intention of TexBuy to enter into a contract with one or more highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of the TexBuy Member, provide these services under the terms of this RFP, including the Standard Terms and Conditions and pursuant to any separate or supplemental construction contract between the Vendor/Contractor and the individual TexBuy Member.

Vendor shall assist the TexBuy Member with making a determination of its individual needs, as stated below.

The Vendor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for all Job Order Contracting projects, **with the exception of any professional design work to be performed by an architect or engineer**. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon agreement, contract, or work order issued by the TexBuy Member.

### ➤ INFORMATION TO OFFERORS/VENDORS

TexBuy intends to enter into a Job Order Contract(s) for all divisions of work offered in the Unit Price Book. These contracts will be available for use by all public entities that are Members of TexBuy, such as Education Service Centers, independent school districts, universities, city and county governments, community colleges, and state agencies in Texas. It may also be used by certain private non-profit entities. Each such entity must have signed an interlocal agreement approved by their board, or governing body, or designated agent with TexBuy when required by Texas law.

Vendor are encouraged to offer turn-key solutions to address the full range of services being sought in this solicitation, however offering a turn-key solution is **not** a requirement that must be met in order to be considered for award.

OFFERORS/VENDORS ARE REMINDED THAT NO WORK IS OR HAS BEEN GUARANTEED UNDER THIS CONTRACT.

The Vendor should describe in its response how it will include and work with subcontractors and how it will work with architects and engineers, especially those A&E firms already working with TexBuy Members.

TexBuy will receive **1% of the total revenue** from each purchase order or separate construction contact executed under this contract. This fee will be included in the Contractor's pricing proposal and will not be issued as a separate line item in any job proposals issued to Members. This contract management fee will be required to be paid quarterly after the completion of any work order, purchase order or work performed under a separate construction contract.

TexBuy encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However, they must meet the same minimum standards and requirements as the prime contractor.

It will be the responsibility of the Vendor to pre-qualify their subcontractors. Some Members may have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to their construction contract or purchase order outlining how the Contractor will endeavor to meet their goal. Specific plans as part of the Contractors' response to meet these goals may be part of the selection process for certain Members as a requirement for their project.

The Vendor, at its expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas and the requirements of the individual Member. The Vendor, if awarded a contract, will provide within 14 days but prior to the commencement of work, a certificate of insurance showing that the TexBuy Member has been named as additional insured. If the Member has higher insurance requirements, those requirements may be added as an addendum to the construction contract or purchase order with the Member.

Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Regular work hours will be considered to be 7am to 6pm local time unless otherwise agreed by TexBuy Member. A schedule for the performance of work that can be met without planned overtime is the responsibility of the Contractor, unless otherwise requested by the Member.

#### ➤ **CONTRACT AND DOCUMENTS**

The contract shall include this Request for Proposal, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the Contractor's proposal. Once signed, if the Contractor's proposal varies or is unclear in any way from the TexBuy contract, TexBuy, at its sole discretion, will decide which provision will prevail.

Other documents to be included are the Contractor's proposals, task orders, purchase orders and any attachments which have been issued, as well as any separate construction contracts or work orders that include all required terms between the Contractor and the Member.

#### ➤ **PERFORMANCE BONDS AND PAYMENT BONDS**

The Contractor shall provide payment and performance bonds, if required by law, based on the amount or estimated amount of any order or construction contract. Texas law requires for a public work contract in excess of \$100,000, that a performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents. The bond is solely for the protection of the governmental entity. See Texas Govt. Code 2253.021(b). For a public work contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. See Govt. Code 2253.021(c).

The Offeror must include its proposed costs for a payment bond (as well as a payment bond and performance bond) on the proposal form, based on a percentage of the contract sum.

The Contractor shall submit a detailed performance bond plan that will meet the Member's local and state statutory requirements. The Contractor is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in Texas and provision of the payment bond and performance bond, where applicable, to the Member. Respondents shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to TexBuy or its Members upon request. Contractors may need to provide additional capacity as work orders or change orders increase the sum. Bonds will not require that a fee be paid to TexBuy. The actual cost of the bond will be a pass-through expense to the Member and added to the construction contract or work order between the Vendor or the Member.

➤ **QUALITY ASSURANCE/QUALITY CONTROL PROGRAM**

The Contractor shall submit a Quality Assurance/Quality Control (QA/QC) plan with their proposal. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the Member's staff.

➤ **SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS**

The Vendor shall submit a subcontracting plan with their proposal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the Vendor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice, and sex offender notice. This plan will also address how the Vendor will implement its safety plan with subcontractors (may reference the Vendor's safety plan). The subcontractors will be held to the same standards as the primary Job Order Contractor.

A distinct portion of the subcontracting plan may need to address attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The Contractor shall submit a plan detailing the relationship with any applicable affiliates that may perform work, goods, or services under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes and process to maintain upstanding workmanship and service.

➤ **ASSOCIATED PROJECT SUPPORT REQUIREMENTS**

The associated project support requirements will consist of the following requirements:

- (1) The Contractor shall remove movable furniture in the work area and place it back in the required location upon completion.
- (2) The purchase, delivery and storage of project construction materials should not interfere with the Member's operations.

(3) Damages that occur to the Member's facilities or equipment must be repaired or purchased to like or better condition by the Contractor at no charge.

(4) All permits will be acquired by the Contractor and invoiced at cost as part of the construction contract or purchase order, unless the permits are provided by the Member.

If there is a dispute between the Contractor and Member, TexBuy or its representatives will endeavor to assist in conflict resolution or mediation, if requested by either party. In no event will arbitration be used in any dispute resolution.

TexBuy or its representative or Members reserves the right to inspect any project and audit the Contractor's project files, documentation, and correspondence.

Utilities at the job sites will be furnished free of charge to the Contractor by the Member, unless otherwise agreed to between the Contractor and the Member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the Contractor or supplied by the Contractor and charged to the Member, unless otherwise agreed to between the Contractor and Member. Upon project completion, the connections will be removed at the direction of the Member.

It is the Contractor's responsibility to analyze its electrical needs and the ability of the Member's facility to accommodate its needs. The electricity at the job site will be free to the Contractor, unless otherwise agreed between Contractor and Member. It will be the responsibility of the Contractor to coordinate its requests and needs with the Member. If additional capacity is required, the Contractor is responsible for arranging for the equipment, the installation and removal at its own expense. If possible, toilet facilities will be made available by the Member or the Contractor will make arrangements for portable toilets.

TexBuy and/or TexBuy Member reserves the right to require the Contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member's property. The Member shall have the right to effect the immediate removal of any person associated with the Contractor from the Member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the Member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the TexBuy Member.

**STANDARD TERMS AND CONDITIONS**  
**REQUEST FOR PROPOSAL**

➤ **GENERAL INSTRUCTIONS**

❖ **Definitions**

- “Offeror” or “Vendor” or “Company” refers to the entity submitting a proposal.
- “Contractor” refers to successful Offeror awarded a contract.
- “TexBuy” refers to Region 16 ESC’s statewide purchasing cooperative.
- “Submittal” or “Proposal” refers to those documents required to be submitted to TexBuy by an Offeror.

❖ **Contact Information**

TexBuy is always conscious and extremely appreciative of your time and effort in preparing your proposal. Any questions regarding this solicitation should be directed to:

Andrew Pickens  
Director of Purchasing  
TexBuy Purchasing Cooperative  
5800 Bell Street  
Amarillo, TX 79109  
(806) 677-5040  
[andrew.pickens@esc16.net](mailto:andrew.pickens@esc16.net)

TexBuy makes no guarantee of its ability to respond to questions received less than seventy-two (72) hours prior to the opening.

❖ **Addenda**

Any interpretations, corrections and/or changes to this Request for Proposal or extensions to the opening/receipt date will be made by addenda issued by TexBuy. An addendum will be published and distributed via TexBuy’s website to all plan holders of record. However, it shall be the sole responsibility of the Offeror to verify issuance/non-issuance of addenda. Submittals shall acknowledge receipt of all addenda.

❖ **Proposal Preparation**

Unless otherwise indicated in this solicitation, an “all or nothing” proposal is not acceptable and will be rejected. Offeror must be willing to negotiate an award for any portion or combination of proposal items.

When unit price differs from extended price, the unit price prevails.

When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the proposal submittal. Exception/substitution, if accepted, must meet or exceed specifications stated therein. TexBuy reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of TexBuy Members.

The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

When specific products are specified, and an Offeror is proposing products other than those specified, TexBuy reserves the right to request a sample/demo of the product for evaluation. In such cases, the Offeror must provide a sample/demo of the product at no charge to TexBuy within three (3) days of the request, and is responsible for return freight of the product after the evaluation. Failure to provide an evaluation product within the three (3) day period may disqualify the Offeror from further consideration. **If the Offeror offers a product other than that specified, specifications must be submitted as an attachment with the proposal submittal. Proposals not listing manufacturer and manufacturer numbers specified as an alternate on the Proposal Form will be considered as responding according to specification, and if awarded, will be required to provide exactly what was specified.**

❖ **Delivery of Proposals**

When using a delivery service that provides its own shipping package, such as UPS or FedEx, the RFP number, name, and opening date must be included on the outside of the shipping package as well. Unlabeled proposals may not be properly directed and not reach the proper location before the RFP opening date and time. TexBuy is not responsible for misdirected packages. TexBuy reserves the right to waive any technicalities or informalities in the solicitation process deemed to be in the best interests of TexBuy Members.

❖ **Validity and Acceptance**

The proposal shall be subject to acceptance for a period of ninety (90) days unless an extension is requested by TexBuy and approved by the Offeror. TexBuy reserves the right to reject any or all proposals or parts of proposals. Submittals cannot be altered or amended after submission deadline unless proposal has been selected for negotiation with TexBuy.

❖ **Evaluation and Award**

TexBuy may make such investigations as it deems necessary to determine the ability of the Offeror to provide satisfactory performance in accordance with proposal requirements, and the Offeror shall furnish to TexBuy all such information and data for this purpose at TexBuy's request.

Minimum standards for responsible prospective offerors are as follows:

- Have adequate financial resources, or the ability to obtain such resources.
- Be able to comply with the required or proposed schedules and project requirements.
- Have a satisfactory record of performance for contracts of similar scope.
- Have a satisfactory record of integrity and ethics.
- Competitive pricing.

- Completeness and thoroughness of proposal submittal.

TexBuy reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. TexBuy may accept or reject a proposal in its entirety, or may reject any part of, without affecting the remainder of the proposal.

In determining to whom to award a contract, TexBuy shall proceed as follows:

- TexBuy shall receive, publicly open, and read aloud the names of the Offerors and, if any are required to be stated, all prices stated in each proposal. Not later than the 45th day after the date on which the proposals are opened, TexBuy shall evaluate and rank each proposal submitted in relation to the published selection criteria.
- TexBuy shall select the proposal that offers the best value for TexBuy membership based on the published selection criteria and on its ranking evaluation. TexBuy shall first attempt to negotiate a contract with the selected Offeror. TexBuy may discuss with the selected Offeror options for a scope or time modification and any price change associated with the modification. If TexBuy is unable to negotiate a satisfactory contract with the selected Offeror, TexBuy shall, formally and in writing, end negotiations with that Offeror and proceed to the next Offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.
- In determining the best value for its Members, TexBuy is not restricted to considering price alone but shall consider any other factors stated in the selection criteria.

❖ **Delivery of Goods/Services**

Orders shall be delivered within the time proposed in the submittal or the Member reserves the right to cancel orders. Shipments should be scheduled for delivery between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

❖ **Professional Services**

This solicitation does not include services that are required to be procured under Texas Chapter 2254, Professional Services Procurement Act.

❖ **Exclusivity**

Any contract resulting from this solicitation is non-exclusive. TexBuy Members reserve the right to obtain like goods and services from other vendors.

➤ **TERMS OF CONTRACT**

❖ **Assignment**

The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TexBuy. Any attempted sale, assignment, transfer, or conveyance of any part of the contract except in compliance with this section is void and ineffective.

❖ **Binding Agreement**

This proposal, when properly accepted by TexBuy, shall constitute a contract equally binding



between the successful Offeror and TexBuy. No different or additional terms shall become a part of this contract with the exception of a Change Order issued by TexBuy or an amendment to the contract that is mutually agreed to by the parties.

❖ **Supplemental Agreements**

An awarded TexBuy Contractor and TexBuy Member may enter into a separate supplemental agreement for the purpose of quantifying specific goods and services for a particular project beyond those specified in this solicitation. Such supplemental agreement shall be exclusively between the Member and the Contractor. TexBuy, its agents, Members and employees shall not be made party to any claim for breach of said agreement.

❖ **Termination**

The contract shall remain in effect until contract expires or is terminated (as further described elsewhere herein). Notice of termination shall be transmitted via certified mail to the other party's designated representative. Notification must state reason for cancellation. TexBuy reserves the right to award a terminated or cancelled contract to the next ranked Offeror or to purchase the services elsewhere as it deems most advantageous to TexBuy.

TexBuy may terminate a contract, in whole or in part, whenever TexBuy determines that such termination is in the best interest of TexBuy, without showing cause, upon giving written notice to Contractor. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

❖ **Enforcement**

TexBuy reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of TexBuy in the event of breach or default of this contract. TexBuy reserves the right to terminate the contract immediately in the event the Contractor fails to meet schedules or otherwise perform in accordance with these specifications.

❖ **Defective Products**

The ordering TexBuy Member shall have the authority to disapprove or reject defective products. If required by the ordering TexBuy Member, Contractor shall promptly, as directed, correct all defective products and shall bear all direct, indirect and consequential costs of such correction.

❖ **Audit**

TexBuy reserves the right to audit the records and performance of Contractor during the term of the contract and for three years thereafter.

❖ **Governing Law, Venue, and Severability**

This contract shall be governed by the laws of the State of Texas, including the Uniform Commercial Code as adopted in the State of Texas. As to any dispute or claim between Region 16, TexBuy and the Contractor, venue shall be in Randall County, Texas. As to any dispute or claim between a TexBuy Member and the Contractor, venue shall be in the county of the Member's administration office/main office. Should any portion of this contract be in conflict with the laws of the State of Texas or federal law, the State law or federal law shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

❖ **Freight**

Freight will be F.O.B. Destination/Inside Delivery/Freight Prepaid and Added. Contractor shall be responsible for all claims against the carrier for all freight and/or drayage damage. The ordering TexBuy Member assumes no liability for goods delivered in damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by ordering TexBuy Member of damage. Shipments shall be made to the specific locations described in the ordering TexBuy Member's purchase order or construction contract. If the Contractor is required to deliver to a specified room, the Contractor shall remove all packing and debris which results from set-up and installation.

❖ **Orders**

Contractor shall provide the ordering contact information if different from that shown on the submittal. A purchase order(s) shall be generated by the ordering TexBuy Member and issued directly to the Contractor. **Contractors supplying goods or services without having first received a valid purchase order do so at their own risk. In addition to the purchase order, the Contractor will be expected/required to enter into a separate construction contract with the ordering TexBuy Member.**

The ordering TexBuy Member shall be invoiced directly by the Contractor. All invoices under a TexBuy contract that was offered as a percentage discount from list MUST state the TexBuy contract number, list unit price, applicable contract discount, and net unit price for each item ordered from the TexBuy contract. Invoices that do not state the above required information will be returned unpaid for correction.

❖ **Payment**

Payment will be made in accordance with Texas Government Code Chapter 2251, the Texas Prompt Payment Act. Terms are to be 30 days net although Contractor may in addition offer early payment discounts for use at the ordering Member's discretion.

TexBuy Members generally are by tax-exempt governmental entities or institutions. Therefore, the proposal price shall not include sales taxes, nor shall sales taxes be calculated on the invoices. Sales tax may only be invoiced if the Member is not exempt.

❖ **Indemnification**

CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS REGION 16 EDUCATION SERVICE CENTER, TEXBUY AND TEXBUY MEMBERS, AND ALL ITS OFFICERS, AGENTS AND EMPLOYEES WHO ARE PARTICIPATING IN THIS CONTRACT FROM ALL SUITS, CLAIMS, ACTIONS, DAMAGES, DEMANDS OR OTHER DEMANDS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE CONTRACTOR, OR OF ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OF, OR PERFORMANCE UNDER, ANY CONTRACT WHICH MAY RESULT FROM AWARD. CONTRACTOR SHALL PAY ANY JUDGMENT WITH COST WHICH MAY BE OBTAINED AGAINST REGION 16, TEXBUY AND TEXBUY MEMBERS GROWING OUT OF SUCH INJURY OR DAMAGES.

❖ **Laws and Regulations**

All equipment, goods, and services furnished under this contract shall comply with applicable federal, state, and local laws, ordinances and regulations. The Contractor shall give all notices and obtain all necessary permits. Without obtaining permits or giving such notice to the authorized ordering TexBuy Member representative, the Contractor shall bear all costs arising from such failure to give notice.

❖ **Escalation Clause**

Pricing shall remain consistent during the initial term of the contract for listed items. For percent discount contracts, the percentage discounts shall remain consistent through the entire term of the contract. For unit price contracts, TexBuy may consider a unit price redetermination no earlier than ninety (90) days after award, thereafter once during each term of the contract, and at the anniversary date of the contract. All requests for price redetermination shall be in writing to TexBuy's Director of Purchasing and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Offeror's past performance of honoring contracts at the offered price will be an important consideration in the evaluation of the offer providing the best value. TexBuy reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of TexBuy. All other terms and conditions remain the same for the duration of the contract. Price escalations are only accepted upon issue of an executed contract Change Order by TexBuy.

If during the life of the contract, the Contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that TexBuy and TexBuy Members shall receive such price reduction.

❖ **Discontinuance & Obsolescence**

Models proposed may be subject to change due to discontinuance/obsolescence without notice. Contractor shall immediately notify TexBuy in writing when products are discontinued. Failure to make such notification shall result in the Contractor providing the upgraded or comparable model at contracted price as approved by TexBuy.

❖ **Catalog Price List**

Contractors shall provide evidence of manufacturer's list price (i.e. a current catalog, line sheet, etc.) in electronic format to TexBuy at the beginning of contract and as new lists become available. Contract price lists will be made available by TexBuy to all its Members upon contract execution. Should the Contractor fail to provide an updated price list prior to receiving a purchase order from TexBuy, the Contractor shall be required to provide the item at the price listed in the previous price list submitted to TexBuy.

❖ **Service Fees**

Awarded Contractor agrees to pay TexBuy the service fees specified below. Unless otherwise expressly stated, the service fee is included in the awarded pricing provided in the submittal. The service fee is due and payable to Region 16 ESC in Amarillo, Texas, promptly upon completion of the quarterly service fee report.

The service fees are as follows:

- For all items, the service fee due to Region 16 ESC will be one percent (1%) of the gross sales amount invoiced to the Member from the TexBuy contract.

The Contractor will submit a quarterly sales report to TexBuy's Director of Purchasing, via email, to document the sales made to all Members through the TexBuy awarded contract.

❖ **Contract**

Any award from this solicitation does not become a contract unless and until the proposal is accepted by Region 16 ESC and executed by its authorized representative. Notice to the successful Offeror will be made through the issuance of a written notice of award and final execution of the contract by Region 16 ESC, whereupon the Contract becomes binding and enforceable. Contracts for awarded proposals will not be executed until the awarded Offeror submits all requested contract price sheets or catalogs to TexBuy for distribution to its Members. Contractor may submit subsequent changes to the catalog price sheets when they become available. Catalog price increases are not valid until submitted to TexBuy. The Contract is then utilized by a TexBuy Member by the Member and Vendor mutually agreeing on a separate construction contract for the awarded products or services. Contractor must honor all purchase orders issued by TexBuy Members during the Contract term in accordance with these Terms and Conditions as well as any additional terms contained in any construction contract between the Contractor and the Member.

❖ **Force Majeure**

Force Majeure means a delay encountered by a party in the performance of its obligations under this agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, pandemics, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent a party from terminating the agreement in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay. The affected party shall take all reasonable actions to mitigate the effects of the Force Majeure event.

❖ **Award Protest**

Region 16 ESC/TexBuy's decision on awards is final. Any protest of a solicitation or its award must be received within seven (7) days after notice of the award is posted on TexBuy's website.

❖ **Bonds**

A TexBuy Member may require a performance bond and/or a payment bond from a Contractor as applicable to the contract. The cost of such bond shall be in addition to the awarded contract price but shall be based on the percentage amounts included in the proposal.

❖ **Insurance**

A TexBuy Member may require a Contractor to carry and provide proof of liability

insurance, workers compensation coverage, and other forms of insurance when applicable.

❖ **Background Checks**

Individual TexBuy Members may also require background checks on Contractor's employees who may have direct contact with students or staff, or for other reasons, and may require Contractor to pay the cost of obtaining criminal history record information.

❖ **Intellectual Property**

IF ANY CLAIM IS OR ACTION OR PROCEEDING IS BROUGHT AGAINST REGION 16, TEXBUY OR A TEXBUY MEMBER THAT ALLEGES THAT ANY PART OF THE PRODUCTS, GOODS, OR SERVICES SUPPLIED BY THE CONTRACTOR INFRINGES OR MISAPPROPRIATES ANY UNITED STATES INTELLECTUAL PROPERTY, INTANGIBLE ASSET, OR OTHER PROPRIETARY RIGHT, TITLE OR INTEREST INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT, TRADEMARK, OR PATENT OR ANY TRADE SECRET RIGHT, TITLE, OR INTEREST, OR VIOLATES ANY OTHER CONTRACT, LICENSE, GRANT, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY, THE CONTRACTOR SHALL DEFEND, AND HOLD THE HARMLESS REGION 16, TEXBUY AND THE TEXBUY MEMBER AGAINST ANY SUCH CLAIM OR ACTION AND SHALL INDEMNIFY REGION 16, TEXBUY AND TEXBUY MEMBER AGAINST ANY LIABILITY, DAMAGES AND COSTS RESULTING FROM THE CLAIM.

❖ **Default and Termination of Contract**

Either party may terminate the contract in whole or in part in the event of the other party's failure to perform its obligations under the contract through no fault of the terminating party. The defaulting party shall be given at least thirty (30) days prior written notice of the default and intent to terminate. Default includes the Contractor's failure to timely remit the service fee due to TexBuy.

In addition, TexBuy may terminate the contract, in whole or in part, at any time without cause. If TexBuy terminates a contract, in whole or in part, TexBuy reserves the right to award the terminated contract to another offeror that TexBuy determines to provide best value to its Members.

Neither TexBuy nor a Member will be liable to the Contractor for any damages including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages resulting from termination based on the Contractor's default or breach of contract.

If failure or delay of performance is caused by a Force Majeure event, TexBuy may terminate the contract in whole or part.

In the event a contract is terminated, Contractor shall remain responsible for payment of all service fees to Region 16 ESC for products and services sold to TexBuy Members prior to such termination.

TexBuy Members may not terminate this contract for TexBuy as a whole. However, each Member may cancel a purchase order, terminate its construction contract with a Contractor, or refuse to accept delivery for a Contractor's breach of the terms or conditions included in a TexBuy Member's purchase order or construction contract.

❖ **Fiscal Funding**

State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. A TexBuy Member reserves the right to terminate a purchase order or other agreement to purchase goods or services under the contract at the end of the Member's fiscal year if it is determined that funding is not available to extend the agreement. Any contract resulting from an award shall be a commitment of current revenue only and shall allow the Member the continuing right to terminate at the expiration of each budget period during the term of the contract, shall be conditioned on a best efforts attempt by the Member's governing body to obtain and appropriate funds for payment of the contract, or shall contain both the continuing right to terminate and the best efforts conditions. Texas Local Government Code 271.903.

❖ **Debarment**

Any bidder or any principals of a bidding company that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to be awarded a contract by TexBuy.

## **JOB ORDER CONTRACTING DEFINITIONS**

**CITY COST INDEX** is defined pricing indices published by R.S. Means as local modifiers to the national cost data.

**COEFFICIENT** is the Contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, one percent TexBuy management fee, final site cleanup and all contingencies.

**JOB ORDER** is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which upon agreement to by the TexBuy Member becomes a lump sum fixed price contract for the stated scope attached to the purchase order or construction contract.

**JOB ORDER CONTRACTING (JOC)** is a variable term indefinite delivery, indefinite quantity contract for construction services on an on-call basis through negotiated line item delivery orders (job orders) to include repair, renovation, alterations, maintenance, and minor construction projects. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

**JOB ORDER PROPOSAL** is the response from the Contractor to the TexBuy Member from the Member's request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

**NON PRE-PRICED ITEMS** are those items that cannot be found or reasonably compared to listed line items in the UPB.

**PURCHASE ORDER/CONSTRUCTION CONTRACT** is the TexBuy Member's approval providing the authority to proceed with the negotiated delivery order under the construction contract. Additional terms and conditions as agreed to between the Contractor and TexBuy Member will be added as addenda to the construction contract. Items such as certificates of insurance, bonding requirements, prevailing wage rates, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours must be approved by the TexBuy Member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM, local time to the location of the project, Monday thru Friday, and not occurring on a listed holiday schedule. These hours include any lunch or other meal period.

**JOB ORDER CONTRACTING**  
**TEXBUY RFP #023-086**  
**PROPOSAL FORM**

You may go to the RS Means website to learn more about this price book. <https://www.rsmeans.com>

The RS Means Price Book is adjusted for different geographic areas by using a City Cost Index multiplier for each location. This is in the definitions section of the RFP, contained above.

Example: The current Dallas, Texas City Cost Index is 86.9% and it is included in the sample calculation below.

**EXAMPLE:**

Unit Price Book cost	\$100.00
City Cost Index (Dallas)	.869
Contractor Coefficient	.95

Formula	(UPB) x (City Cost Index) x (Contractor Coefficient)
Cost To TexBuy Member	(\$100.00) x (.869) x (.95) = \$82.555
TexBuy Fee	(\$82.555) x (.01) = \$0.8256
Net To Contractor	(\$82.555) – (\$0.8256) = \$81.73

Please enter the coefficients you propose to apply to the RS Means Price Book Pre-Priced Tasks for all divisions.

RS Means (All Divisions)	Weight	=	Evaluation Factor
A. _____ Regular Hours Multiplier Coefficient*	x .70	=	_____
B. _____ After Hours Multiplier Coefficient	x .10	=	_____
C. _____ % Non-Pre-Priced Markup**	x .20	=	_____
Total Composite Proposal (A+B+C)			_____

\* Any regular hour's coefficient of 1.5 or greater will receive 0 points for the pricing criterion.

\*\* Non-pre-priced line items are items not found in the Unit Price Book. Enter in the blank above your percentage markup that includes overhead and profit.

Performance and Payment Bond Costs (Bason on a Percentage of the Contract Sum)

- A. If only a Payment Bond is Required (contract over \$25,000): \_\_\_\_\_ %
- B. If both a Payment Bond & Performance Bond is Required (contract over \$100,000): \_\_\_\_\_ %

Contractor's Company Name \_\_\_\_\_

Authorized Representative Name and Title \_\_\_\_\_

Authorized Representative Signature \_\_\_\_\_

Date \_\_\_\_\_



**JOB ORDER CONTRACTING**  
**TEXBUY RFP #023-086**  
**PROPOSAL FORM:**

**Please reference the pages above for more detailed information.**

Use additional sheets as needed.

PERFORMANCE/PAYMENT BOND PLAN

SAFETY/ENVIRONMENTAL PLAN

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE  
RELATIONSHIPS

SURETY BONDING CAPACITY LETTER

INSURANCE INFORMATION

**JOB ORDER CONTRACTING**  
**TEXBUY RFP #023-086**

**CHECKLIST**

(Include with your Proposal)

- \_\_\_\_\_ 1 Original, 1 Copy, and 1 Electronic Copy of your Proposal
- \_\_\_\_\_ Questionnaire
- \_\_\_\_\_ References
- \_\_\_\_\_ Regional Map/Checklist
- \_\_\_\_\_ Felony Conviction Disclosure, Debarment, Form 1295 Certificate of Interested Parties
- \_\_\_\_\_ Texas Resident Information and Vendor Employment Certification
- \_\_\_\_\_ MWBE/HUB Certification and Deviation and Compliance
- \_\_\_\_\_ “EDGAR” Vendor Certification
- \_\_\_\_\_ Antitrust Certification Statement
- \_\_\_\_\_ Chapter 2271 Verification
- \_\_\_\_\_ Criminal History and Background Checks: Contractor Certification
- \_\_\_\_\_ Chapter 2274 Verification
- \_\_\_\_\_ Chapter 809 Verification
- \_\_\_\_\_ SB 252 Certification
- \_\_\_\_\_ Conflict of Interest Questionnaire (Form CIQ)
- \_\_\_\_\_ Cooperative Program Participant
- \_\_\_\_\_ Public Disclosure Laws, Copyright Information
- \_\_\_\_\_ Consent to Release Confidential/Proprietary/Copyright Information to TexBuy Members
- \_\_\_\_\_ Proposed Products and Services, Cost
- \_\_\_\_\_ Qualifications and Experience, References
- \_\_\_\_\_ Job Order Contracting Proposal Form
- \_\_\_\_\_ Checklist
- \_\_\_\_\_ Acceptance of Proposal and Contract Page

If you have received an addendum to this RFP, please acknowledge receipt by initialing the number of the addendum below. Please call Andrew Pickens at (806) 677-5040 to verify outstanding addenda. Failure to acknowledge outstanding addenda is cause for disqualification.

Addendum #1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

**JOB ORDER CONTRACTING**  
**TEXBUY RFP #023-086**  
**ACCEPTANCE OF PROPOSAL AND CONTRACT PAGE**

**OFFEROR:** Having carefully examined the Proposal Notice, Standard Terms and Conditions, and Specifications, the undersigned authorized representative on behalf of the Officer hereby proposes and agrees to furnish goods/service in strict compliance with the terms, conditions, and specifications set forth in this RFP. The Offeror affirms that, to the best of his/her/its knowledge, the RFP has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other offerors in the award of this proposal.

It is understood that Region 16/TexBuy reserves the right to accept or reject any or all proposals and alternates, and waive all irregularities. It is further agreed that this RFP shall be completed within the time frame set forth and at no additional cost to Region 16 ESC/TexBuy for unexpected or unforeseen circumstances.

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Company Address \_\_\_\_\_

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

Authorized Name \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature (ink) \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

**REGION 16 ESC/TEXBUY ACCEPTANCE (IF AWARDED):** If you are awarded a contract by Region 16 ESC Board of Directors, the portion below will be signed by a representative of Region 16 ESC, forming a binding contract between Region 16 ESC and the Company named above. Once signed below, the Company named above is bound to provide the products and services identified in this RFP. By signing below, Company's proposal has been approved by the Region 16 Education Service Center Board of Directors, including all terms, conditions, specifications, exceptions, and any amendments. The intent of this contract is to constitute the final and complete agreement between Region 16 ESC/TexBuy Purchasing Cooperative and the Company. No change or modification of this contract shall be valid unless in writing and signed by both parties. **The term of this agreement shall commence on August 1, 2023, and continue until July 31, 2025, unless terminated, canceled, or extended. By mutual agreement, the contract may be extended for three (3) additional 12-month periods ending on July 31, 2026; July 31, 2027; and July 31, 2028.**

Region 16 ESC/  
TexBuy Representative

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name & Title: Lance Terrell, Chief Financial Officer