

PURCHASING COOPERATIVE OF AMERICA
RFP OD-387-23 Job Order Contracting (JOC) & Trades Services

FORM A
OFFER ACCEPTANCE AND CONTRACT SIGNATURES FORM

Complete and sign and upload.

Offer by Vendor

Vendor acknowledges and certifies that they have examined this solicitation, contract terms and conditions, scope and specifications, accompanying forms, etc. (the entire Contract) and hereby offers to furnish products and/or services in strict compliance with the entire Contract and Vendor's response.

X **NO EXCEPTIONS.** Vendor assures Awarding Agency of compliance with the entire Contract and response with no further changes.

 WITH EXCEPTIONS. Proposed changes to Contract Terms and Conditions. See VENDOR RESPONSE INSTRUCTIONS for presenting Vendor's proposed changes.

NOTE: Freight & Delivery, if charged to customer, is not considered an exception.

Company Name: Skyline Builders & Restoration, Inc.

Address: 2401 North 24th Avenue

City/State/Zip: Phoenix, AZ 85009

Phone: (602) 404-0842 Email: Mike@azsbr.com

Printed Name, Title: Michael N Lee, President

Signature: 

*****VENDOR DO NOT WRITE BELOW THIS LINE*****

Contract Number: PCA OD-387-23

Contract Exceptions – PCA

☒ None

☐ All Rejected

☐ Negotiated, Agreed To, and Attached

PCA Authorized Signature: _____

Printed Name: _____ Date: _____

Offer Acceptance by PCA Awarding Agency

Term of Contract: 6.14.23 to 6.13.24

Unless otherwise stated, this Contract is for an initial period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Renewal shall be automatic on the anniversary date unless informed otherwise.

Awarding Agency Authorized Signature: 

Printed Name: Kim Parker Date: 6.14.23

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FORM B
SOLICITATION ADDENDUM

If issued; sign and upload.

An Addendum, if issued, will be noticed in Bonfire and on the PCA website, www.pcamerica.org on the Solicitation Tab.

The Addendum will clearly state the addition, change or deletion to the solicitation and require an acknowledgement by Vendor by signature.

Download the Addendum, sign and date, and submit the Addendum with Vendor's submission. If Vendor has already submitted a proposal in Bonfire before the notice is posted, Vendor may select to 'UNSUBMIT' their response and after uploading the Addendum, select 'FINAL SUBMISSION' again.

 **Check here if there are NO Addendums.**

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FORM C
VENDOR CERTIFICATION FORM
Initial each certification, sign and upload.

TEXAS CERTIFICATIONS:

CERTIFICATE OF INTERESTED PARTIES

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. Form 1295 must be filed with the Texas Ethics Commission at www.ethics.state.tx.us. TEX. GOV'T. CODE, Chapter 2252.908.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

CRIMINAL HISTORY BACKGROUND CHECKS

TEX. EDUC. CODE, Chapter 22 requires Vendors for public school districts to review state and national criminal histories of employees or subcontracted employees who will have direct contact with students, and certain convictions will disqualify that employee from service to the school district. Also go to tasb.org.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES

SANCTIONED BY TEXAS AND OTHER STATES

TEX. GOV'T. CODE, Chapter 2252 prohibits Texas governments from contracting with companies that do business with listed foreign terrorist organizations, as updated; other states have similar laws.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

INVESTMENTS AND CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES

Subtitle A, Title 8, TEX. GOV'T. CODE, Chapter 809. Contracts for goods/services between a governmental entity and a company (excluding a sole proprietorship) with 10 or more full-time employees that has a value of \$100,000 or more to be paid wholly or in part from public funds. Vendor certifies that Vendor

- Does not boycott energy companies, and
- Will not boycott energy companies during the term of the contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

TEXAS FAMILY CODE

Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993): all responders must complete and submit the following affidavit: I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is eligible to respond or receive a state contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM INDUSTRY

TEX. GOV'T. CODE, Subtitle F, Chapter 2274 - Effective date, September 1, 2021. For contracts for goods/services between a governmental entity and a company (excluding a sole proprietorship) with 10 or more full-time employees that has a value of \$100,000 or more to be paid wholly or in part from public funds, Vendor certifies that Vendor

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and
- Will not discriminate against a firearm entity/ firearm trade association during the term of the contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

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TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE § 44.034, Notification of Criminal History of Vendor s, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

STATE OF TEXAS FRANCHISE TAX

Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

FEDERAL CERTIFICATIONS:

BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

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

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO CFR PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

(A) 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 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

(C) 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

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CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

(D) 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 specified in a wage 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) - Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

(F) Rights to Inventions Made Under a Contract or Agreement - If the 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 of 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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

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(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

(H) 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 governmentwide 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 1986 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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors 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 U.S.C. 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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

Vendor certifies that Vendor is in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

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

Vendor certifies that Vendor is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

FERPA CONFIDENTIALITY

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

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation 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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative 

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OSHA

Vendor, its sub-vendor(s), and their respective employees shall comply fully with all applicable Federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, as applicable, including, without limitation, the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency /PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

Does Vendor agree? If YES, provide the initials of an Authorized Representative

RECORDS ACCESS AND RETENTION REQUIREMENTS

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

Does Vendor agree? If YES, provide the initials of an Authorized Representative

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

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the Listing of Specially Designated Nationals and Blocked Persons (the "SDN List").

Does Vendor agree? If YES, provide the initials of an Authorized Representative

CERTIFICATION

Vendor agrees to comply to all Federal, state and local provisions, laws, acts, regulations, as applicable. It is further acknowledged that Vendor certifies compliance with the provisions, laws, acts, regulations, etc. noted above. PCA Members may have additional provisions, laws, acts, regulations they will require Vendor to agree to, and adhere to, which will be added to the purchase order and/or in a supplemental contract.

Vendor Company Name: Skyline Builders & Restoration, Inc.

Address, City, State and Zip Code: 2401 North 24th Avenue, Phoenix, AZ 85009

Printed Name and Title of Authorized Representative: Michael N Lee, President

Phone Number: (602) 404-0842 Email Address: Mike@azsbr.com

Signature of Authorized Representative:  Date: 05/08/2023

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FORM D
ANTITRUST CERTIFICATION STATEMENT
TEX. GOV'T. CODE §2155.005

Required if Vendor wants to work with Texas State Agencies, per the Texas Attorney General. For more information, go to:

<https://texasattorneygeneral.gov/sites/default/files/files/divisions/antitrust/PublicPurchasersGuideAntitrust.pdf>

Vendor wants to work with Texas State Agencies:

☐ Yes ☒ No

If 'No', a signature is not required.

If 'Yes', complete the areas in red and sign:

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company have violated any provision of the *Texas Free Enterprise and Antitrust Act, TEX. BUS. & COMM. CODE Chapter 15*;
- (3) In connection with this proposal, neither I nor any representative of the Company have violated any Federal antitrust law; and
- (4) Neither I nor any representative 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.

<p>Vendor _____ [Company] _____ _____ _____ Address _____ _____ _____ _____ Phone _____ Fax _____</p>	<p>Bidder _____ [Contact Other than Official Below] _____ Signature _____ Printed Name _____ _____ Position with Company _____ Official Authorizing Proposal _____ Signature _____ Printed Name _____ _____ Position with Company _____</p>
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Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Skyline Builders & Restoration, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 2401 N. 24th Avenue	Requester's name and address (optional)	
	6 City, state, and ZIP code Phoenix, AZ 85009		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	6	-	0	5	7	4	0	6
								5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**Signature of
U.S. person ►

Date ► 10/13/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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

Instructions

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

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

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


Authorized Signature

Michael N Lee, President
Printed Name & Title

05/08/2023
Date

FORM G
MISCELLANEOUS-REQUIRED
Upload the completed form/pages in Step 3 in Bonfire

Instructions for submitting additional pages if necessary:

- Put RFP # and Title in the heading on the left margin.
- Put Company Name in the heading on the right margin.

G.1. Insurance Certificate-Required

Required for all submittals. Submit an Insurance Certificate from Vendor's insurance carrier.

Vendor is insured by: CopperPoint American Insurance Co. & Alaska National Insurance Company

G.2. Cybersecurity Maturity Model Certification (CMMC), if Applicable

Is Vendor CMMC certified?

☐ Yes ☒ No

Certification not required at this time. Some PCA Members want this information.

G.3. Bond Letter, if Required

☒ Yes ☐ No

If required, submit letter from bonding company.

G.4. Certifications, Awards and Business Licenses

If 'Yes', Vendor must submit documentation for point credit.

a. ISO Certification

☐ Yes ☒ No

Vendor is certified by: _____

Attachment(s)? ☐ Yes ☐ No

b. Certifications for HUB, MWBE, VOSB, SBE, etc.

☐ Yes ☒ No

Type of certification/awarding agency: _____

Type of certification/awarding agency: _____

Attachment(s)? ☐ Yes ☐ No

NOTE: Some PCA Members have specific goals for use of HUBs, etc., and will require that a plan be submitted to meet their goals.

c. Awards. List environmental, social or industry standards awards or recognition Vendor has received and provide a copy.

☒ Yes ☐ No

d. Licenses. Provide a list of states and territories where Vendor is currently licensed. Attach additional page(s) if necessary.

☒ Yes ☐ No

G.5. Distributors/Resellers Only: Manufacturer's Authorization, if Applicable

Distributors/Resellers must submit manufacturer's letters.

☐ Yes ☒ No

PURCHASING COOPERATIVE OF AMERICA
RFP OD-387-23 Job Order Contracting (JOC) & Trades Services

FORM H
VENDOR QUESTIONNAIRE – REQUIRED

Answer all the questions/ fill in the blanks and upload in Step 4. In Bonfire

1. Company information.

a. Company legal name, as it appears on the contract:
Skyline Builders & Restoration, Inc.

b. Corporate address: street/city/state/zip code:
2401 North 24th Avenue, Phoenix, AZ 85009

Other company names (dba, associate, abbreviation, etc. and location info)
SBR, AZSBR

Website URL: azsbr.com

c. Dun & Bradstreet number and rating: 17-793-2969, Supplier Evaluation Risk Rating 4-Low

AND/OR Company's Unique Entity Identifier (UEI) issued by GSA for organizations doing business with the Federal government (used on SAM.gov): XRJFG8WGQ8A7

If a Dun & Bradstreet rating is not provided, the following financial information may be requested at any point during the procurement process, before or after contract award:
(1) If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year, OR
(2) If private, Company's audited financial statements for the latest fiscal year available.

Vendor agrees: ☒ Yes ☐ No

d. Federal tax identification (EIN) number: 86-0574065

e. Brief description Vendor's products and/or services: General paint and construction services

f. Years company has been in this business activity: 42

PCA requires at least 2 years (company and/or principal officers) experience to be considered for a contract award.

Vendor will provide principal officer's resume to supplement Company experience: X

g. Number of full-time employees: 50

2. Which best describes Vendor: ***Must provide authorization letters from manufacturer**

☐ Manufacturer direct

☐ Manufacturer marketing through reseller

☐ Authorized distributor *

☐ Certified education/government reseller *

☐ Value-add reseller *

☒ Other: General Contractor

PURCHASING COOPERATIVE OF AMERICA
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3. Check all states and territories where Vendor intends to pursue work (and may use a PCA contract, if awarded)—current and future.

<input type="checkbox"/> All States	<input type="checkbox"/> Kentucky	<input type="checkbox"/> North Dakota
<input type="checkbox"/> Alabama	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Ohio
<input type="checkbox"/> Alaska	<input type="checkbox"/> Maine	<input type="checkbox"/> Oklahoma
<input checked="" type="checkbox"/> Arizona	<input type="checkbox"/> Maryland	<input type="checkbox"/> Oregon
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> Pennsylvania
<input type="checkbox"/> California	<input type="checkbox"/> Michigan	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Colorado	<input type="checkbox"/> Minnesota	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Mississippi	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Delaware	<input type="checkbox"/> Missouri	<input type="checkbox"/> Tennessee
<input type="checkbox"/> Florida	<input type="checkbox"/> Montana	<input type="checkbox"/> Texas - see below also
<input type="checkbox"/> Georgia	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Utah
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Nevada	<input type="checkbox"/> Vermont
<input type="checkbox"/> Idaho	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Virginia
<input type="checkbox"/> Illinois	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Washington
<input type="checkbox"/> Indiana	<input type="checkbox"/> New Mexico	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Iowa	<input type="checkbox"/> New York	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Kansas	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Wyoming
<input type="checkbox"/> District: Washington D.C.		
<input type="checkbox"/> All U.S. Territories	<input type="checkbox"/> Guam	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Midway Islands	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Fed. States of Micronesia	<input type="checkbox"/> Northern Mariana Islands	

USMCA

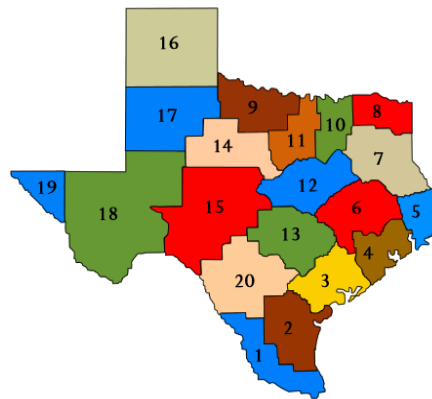
<input type="checkbox"/> Canada	<input type="checkbox"/> Mexico
---------------------------------	---------------------------------

Texas Education Service Center Area Map (see below)

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

PURCHASING COOPERATIVE OF AMERICA
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Texas Education Service Center Area Map



Special Noticing Requirements of Other States

Lists of political subdivisions and local governments eligible to register with PCA, and access the contract award made pursuant to this solicitation, in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

4. References. Provide references from at least 3 customers, preferably public sector entities, that Vendor has provided services to **within the last 2 years**. Attach additional page(s) if you wish to provide additional references.

☐ Check here if Vendor prefers to supply 3 current letters of reference from public sector customers on letterhead including contact information. Attach the list. PCA reserves the right to check the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Reference 1

Contact Name: Jared Reynolds

Company: Phoenix Union High School District

Address: 2526 West Osborne Road, Bldg #3, Phoenix, AZ 85017

Phone numbers: 623-486-6376

Email: Reynolds@phoenixunion.org

(2) Reference 2

Contact Name: Matt Shields

Company: Alhambra Elementary School District

Address: 4510 North 37th Avenue, Phoenix, AZ 85019

Phone numbers: 602-336-2269

Email: mattshields@alhambraesd.org

PURCHASING COOPERATIVE OF AMERICA
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(3) **Reference 3**

Contact Name: Jeff Long

Company: Deer Valley Unified School District

Address: 18400 N. 51st Ave, Glendale, AZ 85308

Phone number: 602-826-5588

Email: Jeff.Long@dvusd.org

5. Corporate Resources and Commitment

CONSTRUCTION-TYPE PROJECTS ONLY/JOC

If Not Applicable, initial here ____

This is an important indicator of the Company's commitment and ultimate success.

Vendor, check 'Yes' or 'No' for each statement:

- a) A corporate officer been assigned to the program. ☒ Yes ☐ No
- b) Company understands the requirement for prompt payment of subcontractors. ☒ Yes ☐ No
- c) Vendor has business processes and a corporate officer assigned to this program that comply with the contract. ☒ Yes ☐ No
- d) Vendor has committed people and resources to this program for continuity. ☒ Yes ☐ No
- e) Corporate acknowledges PCA Member's right to propose changes in key personnel and/or personnel for any reason? ☒ Yes ☐ No

6. Cooperative contracts currently held by Vendor.

☐ Check here, if none.

Provide co-op name, discount offered, and contract expiration date:

<u>Yavapai Community College, 2025/2026, 1%</u>	<u>Gordian/ADOA, 09/01/2023, 1%</u>	<u>1GPA, 02/08/2024, 1%</u>
<u>Tempe School District, 03/30/2023, 1%</u>	<u>City of Peoria, 06/33/2023, 1%</u>	<u>1GPA, 05/17/2023, 1%</u>

7. Company Contact Information. Vendor must keep this information up-to-date throughout the term of a contract when awarded. Email pcamerica@pcamerica.org with changes as they occur.

- a. **ADMINISTRATIVE SUPPORT SERVICES.** Responsible for monthly reporting, payment of administrative fees, website updates, etc.:

Name: Erik Hatfield Title: Accounting Assistant

Address if different than Corporate: _____

City/State/Zip: _____

Office Phone: (602) 404-0842 Cell: 602-501-3521

E-mail: Accounting@azsbr.com

PURCHASING COOPERATIVE OF AMERICA
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b. **SALES AND MARKETING CONTACT.** Responsible for sales/marketing to PCA Members:

Name: David Camps Title: Director of Business Development
Address if different than Corporate: _____
City/State/Zip: _____
Office Phone: (602) 404-0842 Cell: 602-619-0029
E-mail: David@azsbr.com

c. **CONTRACT MANAGEMENT.** This contact person will be responsible for:

- Acting as liaison/contact with Purchasing Cooperative of America
- Receiving the award packet (which contains information for the Administrative Support person and the Sales and Marketing Contact/Team) or the non-award letter
- Distributing the content throughout the Company, as necessary

Name: Michael Lee Title: President
Address if different than Corporate: _____
City/State/Zip: _____
Office Phone: (602) 404-0842 Cell: 602-763-3331
E-mail: Mike@azsbr.com

8. If awarded a contract, Vendor would participate in an orientation session. ☒ Yes ☐ No
The orientation includes an introduction to PCA and cooperative contracting, monthly reporting information for the Administrative Support person, marketing/sales as well as reporting sales to the Administrative Support person for the Sales and Marketing Contact.

Contact Name/Title: Michael N Lee, President

Contact Phone and Email: (602) 404-0842, Mike@azsbr.com

9. Your feedback will be very much appreciated:

- a. How did you hear about PCA: Previous Contract Holder
- b. How did you hear about this solicitation: Email Notification
- c. Ease of understanding instructions for response: Great
- d. Amount of time it took to prepare a response: Approx. 32 Working Hours
- e. Would you like to be contacted by PCA? Yes

Contact name and information: Erik Hatfield, Procurement@azsbr.com

To find future PCA solicitations go to www.pcamerica.org

Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2023

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

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

PRODUCER INSURICA Southwest Insurance Services LLC 4686 E. Van Buren St., #310 Phoenix AZ 85008		CONTACT NAME: Certificates PHONE (A/C, No, Ext): 602-273-1625 E-MAIL ADDRESS: certs@INSURICA.com		FAX (A/C, No): 602-273-0212
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : CopperPoint American Insurance Co.		13751
INSURED Skyline Builders & Restoration, Inc. 2401 N. 24th Avenue Phoenix AZ 85009		INSURER B : Alaska National Insurance Company		38733
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 854639630

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:</div>	Y	Y	22GPS12610	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <div><input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY</div>	Y	Y	22GAS12610	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <div><input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$</div>	Y		22GLU12610	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	Y	1002206	7/1/2023	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is defined as additional insured with respects to the general, auto and umbrella liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. General and auto liability coverage is primary and non-contributory if required or agreed to in a written contract subject to all provisions and limitation of the policy. A Waiver of subrogation in favor of Certificate Holder applies to the general and auto liability and employers liability/workers compensation if required or agreed to in a written contract subject to all provisions and limitation of the policy. Per attached forms: ANIC GL1187 08/21; ANIC CA1264 02/21; WC000313 4/84.

~ Evidence of Coverage Only ~

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

The logo for CREST Insurance Agency, featuring the word "CREST" in white, bold, sans-serif capital letters inside a dark blue rectangular box.

April 24, 2023

RE: Skyline Builders & Restoration, Inc.

To Whom It May Concern:

Skyline Builders & Restoration, Inc. has established a bonding line of credit with Merchants Bonding Company. Merchants Bonding Company is an 'A' rated company by A.M. Best and is a federally approved surety by the United States Department of the Treasury.

The bonding line of credit for Skyline Builders & Restoration, Inc. has been established at \$10,000,000 single project and \$30,000,000 aggregate program which has been set to meet the day to day needs of this company. This line of credit should not be considered the maximum amount of surety credit available, but rather a working line of credit to meet the anticipated needs of the company's daily operations. Requests for surety credit above this line are welcomed and reviewed on a case-by-case basis. As always, any future requests for surety credit are based on the current underwriting information available at the time.

Attached is the current Bond Rate Schedule for Skyline Builders & Restoration, Inc.

We are pleased to give our highest recommendation on behalf of Skyline Builders & Restoration, Inc. and appreciate any courtesy you may extend to this valued client.

Best regards,

A handwritten signature in black ink, appearing to read "Michael J. Mesenbrink".

Michael J. Mesenbrink
Attorney-in-Fact
Merchants Bonding Company

MJM/kl

The logo for CREST, featuring the word "CREST" in white, uppercase, serif font inside a dark blue rectangular box. The box is positioned on the left side of the page, with a vertical gold bar running through the center of the page behind it.

CURRENT CONTRACT BOND SLIDING RATE SCALE:

first	\$100,000	\$25.00/\$1000
next	\$400,000	\$15.00/\$1000
next	\$2,000,000	\$10.00/\$1000
next	\$2,500,000	\$7.50/\$1000
next	\$2,500,000	\$7.00/\$1000
over	\$7,500,000	\$6.50/\$1000

United States Environmental Protection Agency

This is to certify that



Skyline Builders & Restoration Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires January 12, 2025

NAT-19280-3
Certification #
January 13, 2020
Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch


LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA May 31, 2023
Registrar of Contractors CERTIFIES THAT



Skyline Builders and Restoration Inc

CONTRACTORS LICENSE NO. ROC 107643 CLASS B

General Residential
General Residential Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR


LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA May 31, 2023
Registrar of Contractors CERTIFIES THAT



Skyline Builders and Restoration Inc

CONTRACTORS LICENSE NO. ROC 107623 CLASS B-1

General Commercial
General Commercial Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

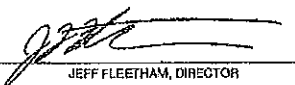
LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA May 31, 2023
Registrar of Contractors CERTIFIES THAT



Skyline Builders and Restoration Inc

CONTRACTORS LICENSE NO. ROC 090130 CLASS CR-34

Specialty Dual
Painting and Wall Covering

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR


LICENSE EFFECTIVE THROUGH: June 30, 2023
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Skyline Builders and Restoration Inc

CONTRACTORS LICENSE NO. ROC 072610 CLASS CR-61

Specialty Dual
Carpentry, Remodeling and Repairs

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

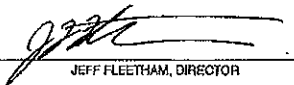
LICENSE EFFECTIVE THROUGH:
STATE OF ARIZONA June 30, 2023
Registrar of Contractors CERTIFIES THAT



Skyline Builders and Restoration Inc

CONTRACTORS LICENSE NO. ROC 094077 CLASS CR-34

Specialty Dual
Painting and Wall Covering

THIS CARD MUST BE PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

Michael Lee, President



Mike began his career at Skyline Builders as Office Manager. Soon after, Mike turned to project management, followed by General Manager, Executive Vice President and was promoted to President in January, 2015. As such, Mike is ultimately responsible for each project and JOC that Skyline is involved with.

Due to the different positions held at Skyline, Mike has expertise in customer satisfaction, job order contracting, contractual agreements, management of daily operations, human resources and employee relations, job cost control, scheduling and project closeout.

As President, Mike strives for quality workmanship, superior service and complete customer satisfaction.

Qualifications / Education

Education:
Arizona State University
BS, Secondary Education

Number of years in profession:
18 years with Skyline Builders

Licenses / Certifications:
Arizona State University, Del Webb School of Construction
Project Management Certificate
NX Level for Entrepreneurs
Certificate of Completion
RS Means Cost Works Training Seminar
Certificate of Completion
Hanley Wood University
Master Certificate, Business Management
Alliance for Construction Excellence
JOC Accredited Professional

Affiliations:
Center for JOC Excellence
Treasurer
Vistage International
Executive Member

Location:
Phoenix, AZ

Significant Projects

State of Arizona General Job Order Contract #ADSP011-013768 \$2,400,000 annually October 2011 - May 2017	Tempe Elementary School - SAVE Paint Job Order Contract # 14-21-18 \$1,000,000 annually December 2016 - June 2022
1GPA/Paradise Valley Unified School District National Job Order Contract #17-10PV-08 \$2,250,000 annually June 2015 - May 2023	Phoenix Union High School District Trevor Browne PAC \$800,000.00
Arizona State University Campus Wide Paint Job Order Contract #231401 \$1,500,000 annually October 2013 - October 2019	Deer Valley Unified School District 2021 Summer Paint Projects \$1,325,643.79
National IPA (formally TCPN) Job Order Contract # R130214 \$750,000 annually June 2013 - May 2018	Alhambra Elementary School District Alhambra Choice Interior Renovations \$736,712.66
	City of Scottsdale City Hall Restroom Renovations & ADA Improvements \$376,647.44

SECTION 6 – PRICING

Instructions: Download and fill in the blanks below and/or provide price lists, catalogs or online pricing.

Vendor is encouraged to offer any and all products or services that they currently perform in their normal course of business. Vendor may offer products only or products and installation or services. Vendor should be clear and concise in the presentation.

Pricing will include the PCA Administrative Fee ("Fee") of **three percent (3%)** to be included as part of overhead cost on delivery/purchase orders and invoices and **not listed as a separate line item**. The Fee will be calculated as follows:

$$0.03 \times (\text{gross purchase order/contract amount LESS Pass-Through Costs})$$

Below are details which should be taken into consideration when Vendors are developing their pricing.

Best Price

Vendor will provide best pricing for PCA Members. PCA expects Vendor's response to include their Best Price offered all governmental, cooperative or retail customers.

Additional discounts may be negotiated between the Vendor and PCA Member as long as other Member agencies who meet the exact same criteria are offered an equal discount. The purchase order must reflect any additional discounts agreed upon.

'Value Add'

Bundling and/or packaging desirable packages, purchasing levels and a series of added benefits that are significant in value are, in themselves, a whole lot more valuable than simply the product is by itself and may be offered as 'Value Add'.

Best and Final Offer

PCA may request Vendor to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing, as per this section.

EDGAR (USDE)

For jurisdictions (primarily K-12) requiring EDGAR, price validation may use the non-pre-priced method for validation and inclusion into the cost books. The number of line items being validated may vary and left up to the PCA Member and Vendor to agree upon.

PCA Contract Reference on Member Purchase Order and Vendor Invoice

PCA Members will require a purchase order, a contract, supplemental contract, or other form to be completed to use Vendor's PCA awarded contract. Instruct your customer/PCA Member to refer to **"PCA #OD-386-23 Fiber Optic and Network Cabling and Supplies-Installation, Services & Repair"** on the purchase/job/work order or other form. This information is the PCA Member's purchase justification, keeps them compliant with state and local purchasing policies, and assists the PCA Member with their periodic audits. Likewise, Vendor will reference to **"PCA #OD-386-23 Fiber Optic and Network Cabling and Supplies-Installation, Services & Repair"** on the quote and invoice or other form.

VENDOR RESPONSE

Unit Price Book – Bid Coefficient

Coefficients represent the discount off of the national Unit Price Book (UPB) being used. All coefficients must be rounded to two (2) places.

For example: a coefficient of 0.953 would be rounded to 0.95.

Option One

Check here **X** if choosing this option

Vendor will provide a bid coefficient for the **entire UPB**, which is a normal and an after-hour coefficient. Vendor will then choose one or more UPBs they will be using:

- A. **Craftsman NCE-Bid Coefficient** **Normal Hours** _____ **After Hours** _____
Craftsman **National Construction Estimator (NCE)** does not include overhead and profit in the price book. You will need to add 30% to your coefficient (as example only, may not be actual) as needed. This will make the Craftsman coefficient higher than 1.0 because overhead and profit (O&P) is not included in their UPB.

Example of Craftsman bid coefficients might be: Normal Hours - 1.25; After Hours - 1.35.

- B. **R.S. Means-Bid Coefficient** **Normal Hours** .87 **After Hours** .89
R.S. Means has O&P built into their unit prices. PCA will not accept a bid coefficient higher than 1.0. In estimating costs using R.S. Means, the far-right hand column (100% cost installed) will be utilized when adding your bid coefficient to the quote.

Example: Using R.S. Means, a bid coefficient for Normal Hours of .90 would give the PCA Member a 10% discount from the cost book with local adjustment factor added in. An After Hours bid coefficient of .95 would give the PCA Member a 5% discount from the cost book with local adjustment factor added in.

- C. **Open Book (Cost Plus)** Check here ____ if choosing this option
Texas does not allow the open book method; Vendors must submit bid coefficients for each cost book they routinely use.

In states, such as Arizona, allowing open book estimating, Vendor's overhead and profit are established and then approved by the PCA Member. Line-item estimates for items that are not being self-performed require three (3) quotes. The project is approved by the PCA Member.

- D. **Xactimate (Insurance Only)** **Normal Hours** _____ **After Hours** _____
Xactimate may be used for insurance claims; however, additional work must be estimated using an established cost book.

Option Two

Check here ____ if choosing this option

PURCHASING COOPERATIVE OF AMERICA
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Vendor may choose to bid coefficients only for a specific section(s) in a UPB. The same parameters apply for each section as stated above for each price book that is chosen. Check which UPB and what divisions you want to provide a coefficient for. You may choose one or more UPB and multiple divisions.

UPB

_____ Craftsman NEC
_____ RS Means
_____ Open Book (Cost Plus)
_____ Xactimate

Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____
Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____
Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____
Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____
Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____

Additional line items may be added to the above lines. Preferable one cost for all divisions being used.

Option Three (Not valid in Texas).
Open Book Meeting Arizona Code.

Check here if choosing this option

CONTRACT AMENDMENT

PCA Price Adjustment Policy for Contract Amendments

Contract amendment discounts must be commensurate with the original discount offered. PCA must be given sufficient time to review the request. The contract amendment request letter format is available from PCA Vendor's letter should include:

- Signature by company principal on company letterhead
- Contract number and title
- Product/service description
- Justification/explanation
- Contact information, and
- Pricing/price list (may be an attachment)

NEW PRODUCTS/SERVICES can be added to Vendor's contract as they become available; they must meet contract specifications. New products/services cannot be purchased under this contract until PCA has reviewed Vendor's request and accepted and executed a contract amendment. If a new product line is proposed, Vendor must submit a manufacturer's authorization letter.

PRICE DECREASES are accepted for existing products/services at any time during the contract term.

PRICE INCREASE requests must be tied to a market indicator such as the Cost Price Index (CPI) or Consumer Cost Index (CCI) or an equivalent justification.

UPDATED AND NEW MODULE ADDITIONS (if applicable) may be accepted for existing products at any time during the contract term. Changes may be made to update or replace original contracted modules. New modules providing additional capabilities may be added as long as the discount offered is the same as the PCA discount from the published schedule.

**Purchasing Cooperative of America
RFP OD-387-23
Job Order Contracting (JOC) &
Trades Services**

City of O'Donnell
Attn: Purchasing Cooperative of America
615 8th Street,
O'Donnell, Texas 79351

**DUE: TUESDAY, May 2nd, 2023
AT 11:00 A.M. CDT**





May 5, 2023

To The Purchasing Cooperative of America

Skyline Builders & Restoration, Inc. is pleased to present our Statement of Qualifications for RFP OD-387-23.

Skyline Builders & Restoration, Inc. has been a Job Order Contractor for over 25 years. We have had the privilege to complete Job Order Contracts for organizations including: Arizona Department of Administration, Arizona State University, City of Glendale, City of Peoria, City of Phoenix and City of Mesa. Skyline has also completed Job Order Contracts through cooperative programs for Arizona school districts including: Deer Valley Unified, Phoenix Union, Phoenix Elementary, Paradise Valley, Glendale Elementary, Cartwright Elementary, Murphy Elementary, Alhambra Unified, Washington Elementary, Scottsdale Unified, and Fountain Hills Unified School District.

Skyline Builders & Restoration, Inc. is committed to partnering with our clients to improve every environment we touch. We believe the Job Order Contract delivery method is the best conduit to establish relationships with clients that allow us to gain the best understanding of the needs of their individual facilities. It is our commitment to this partnership that allows us to boast a 92% repeat customer base.

We are confident that Skyline Builders & Restoration, Inc. is a best fit and a best value for the Purchasing Cooperative of America and the many cooperative members. We invite you to read on and see how through our experience we can exceed your expectations.

Respectfully Submitted,

Michael N. Lee

President

Table of Contents:

TAB 1 - Company Profile

TAB 2 - Products/Services

TAB 3 - Sample Project

TAB 4 - Marketing Plan

TAB 5 - Training Program

TAB 6 - 'Value Add' Products and Services

**TAB 7 - Freight, Delivery, Inspection, &
Acceptance**

TAB 8 - Delivery

TAB 9 - Warranty Information

**Appendix - Additionally Requested
Documents**

1. Company Profile.

a. Provide a brief company history, mission statement and organizational summary. Explain ownership (public or private).

Firm Information

Name of Firm: Skyline Builders & Restoration, Inc.

Address of Principal's Office:
2401 North 24th Avenue
Phoenix, Arizona 85009

Phone: (602) 404-0842

Fax: (602) 404-0843

Form of Business Organization: Corporation

Year Founded: 1981

Primary Individual to Contact:

Michael Lee - President
Office 2401 North 24th Avenue
Phoenix, Arizona 85009

Office: 602-404-0842
Mobile: 602-763-3331
Email: Mike@azsbr.com



Organization

Skyline Builders & Restoration, Inc. was established in 1981 and incorporated in 1987 and has operated under this name since its inception.

Date of Incorporation: February 17, 1987

State of Incorporation: Arizona

Licensing

License Type	License Number	Qualifying Party
B-01 Commercial General Contractor	ROC107643	Fred W. Cohill
B Residential General Contractor	ROC107623	Fred W. Cohill
L-61 Commercial Carpentry, Remodeling	ROC072610	Fred W. Cohill
L-34 Commercial Painting & Wall Covering	ROC090130	Sally J. Cohill
C-34 Residential Painting & Wall Covering	ROC094077	Sally J. Cohill

Company History

Skyline Builders & Restoration, Inc. is a full service, self-performing General Contractor specializing in Job Order Contracting. Our in-house team is made up of highly qualified individuals dedicated to providing quality workmanship, superior service, and complete customer satisfaction. By performing these services in house, we can save customers 30% over other general contractors that have to subcontract these services out.

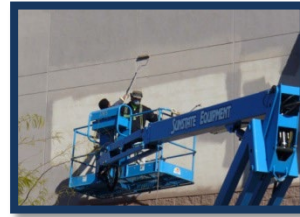
This team provides our valuable customers the following services with our in-house staff:

Construction Division

- General Construction
- Tenant Improvements
- Demolition
- Framing
- Drywall
- Tape/Texture
- Installation of doors/hardware
- Acoustic Ceilings
- The development and implementation of comprehensive plans for deferred and preventative maintenance



Coatings Division



- Painting and preparation of interior/exterior surfaces
- Industrial/Commercial Painting
- Lead Paint Removal
- Lead Stabilization
- Abrasive Blasting
- Special Coating & Wall Covering
- Epoxy Floor Coating
- Poly Urea Floor Coatings
- Polished Concrete

At Skyline Builders, we take a unique approach to subcontractors. Over the last 42 years, we have amassed a team of highly qualified subcontractors. We have established long term relationships with these team members, whom have been able to provide excellent service to our customers in their field of expertise. We do not think of our subcontractors as an outside service, but rather, a bigger part of our Skyline team. Owners will benefit from the experience we have gained with the local subcontractor community. You will know, whether your project is manned by a Skyline in-house employee or a subcontracted team member, you will receive the highest quality results.

Mission Statement

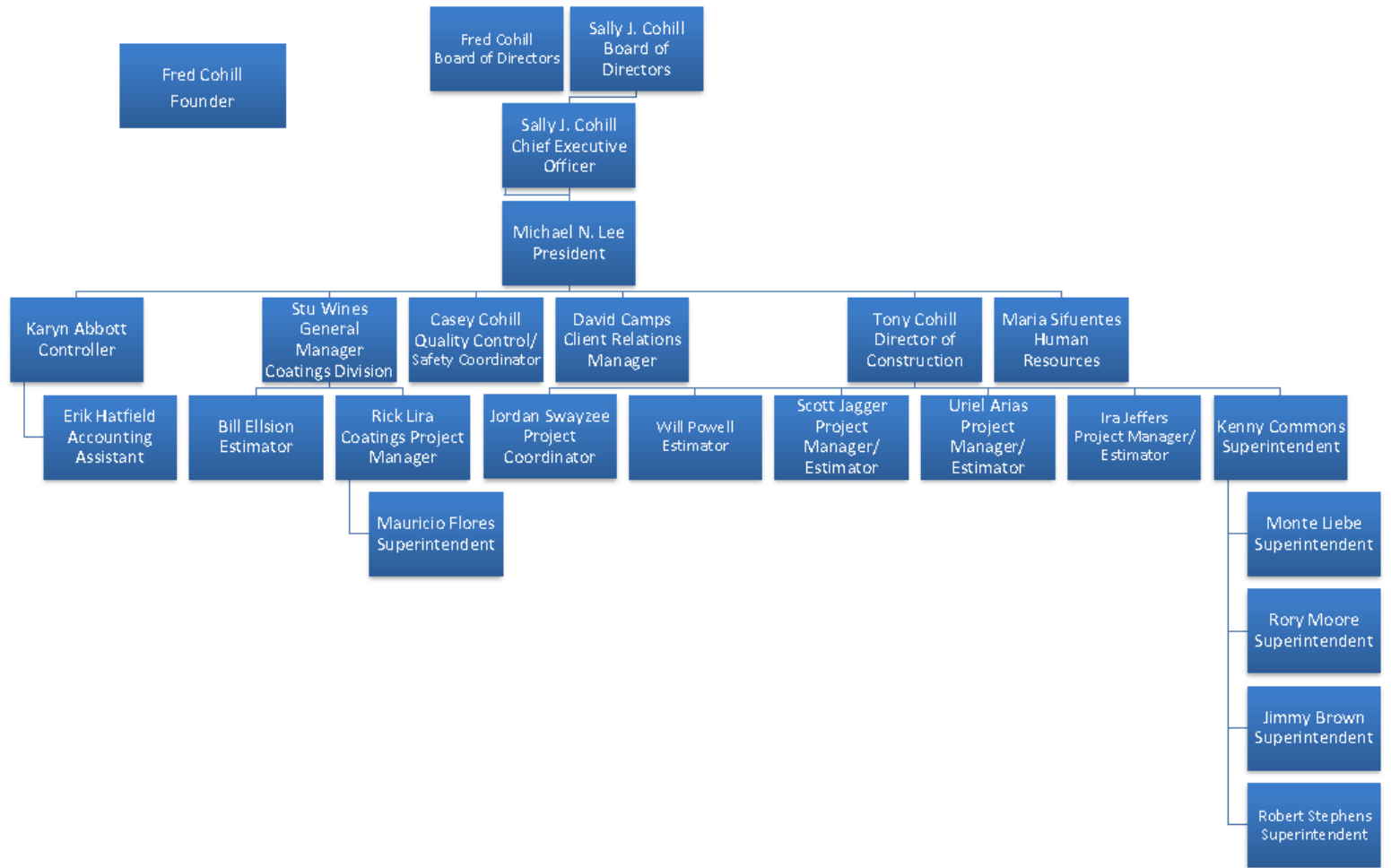
Skyline Builders & Restoration, Inc.'s mission is to make your needs our top priority by providing quality workmanship, superior service and complete customer satisfaction, while assuring no interruption to the day-to-day operation of your facilities.

Ownership

Skyline Builders & Restoration, Inc. is a privately owned Arizona corporation.

Organizational Summary

Please see Skyline Builders & Restoration, Inc.'s organizational chart on the following page.



b. Include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of projects under a PCA contract.

Michael Lee – President

Michael oversees all aspects of business for Skyline Builders & Restoration, Inc. Michael's specific duties include: ensuring complete customer satisfaction, maintaining proper training, maintaining adequate numbers of highly skilled labor, ensuring that Skyline's high levels of quality are met, and his availability and ability to meet the needs of our customers. Mike will meet with facilities directors to understand the highest-level needs of clients to plan for how to service them best – tailoring a plan of approach specifically to them to assure they have the most valuable Skyline experience that fits the needs of the client.

Tony Cohill – Vice President of Construction

Tony Cohill is our Construction Manager. Tony will act as the dedicated service (project) manager assigned to work with the client and their credentials. With over 30 years of construction management experience, Tony is an expert in establishing and maintaining relationships with facility managers. Tony excels in working with facilities, because he truly understands construction in every aspect, including but not limited to; condensed time frames, the relationship of buyers to end users; the need for a safe, secure workplace and the latest regulations for code compliance. Clients can be assured that Tony will bring them a comprehensive knowledge base for performing work in any type of space so that we can help the client achieve the goals of any project.

Will Powell – Senior Estimator

Will Powell leads our estimating department and specializes in JOC estimations with the use of unit price books. Creating detailed breakouts for customers, Will lets buyers know exactly what they are going to receive on a project while assuring that they are receiving a fair market price by using specialized tools to drive down costs. Clients can be assured that nearly 20 years of estimating experience back projects Will estimates for them, built on the foundation of constantly updated estimating software assuring that the district is getting everything that they want and need out of a JOC contract serviced by Skyline.

Scott Jagger – Project Manager/Estimator

Scott began with Skyline in 2019 as a Project Engineer. He now works with our Project Management Team to assess project information, contracting needs, pre-bid walks, and quality control. Scott is one of our premier project managers and a valuable asset to any JOC program, as his extensive experience servicing these projects gives him the experience to back up the varied client needs that arise under JOC, tailored specifically to every client.

Kenny Commons – Superintendent

Kenny Commons has been a Superintendent in our construction division since 2010. He has managed a variety of projects which have given him vast experience and ability to assess complex projects. Adept at solving day-to-day tasks on-site, Kenny is able to expertly manage operations on a wide array of projects serviceable under JOC. Kenny's unparalleled site knowledge and client relationship skills make him invaluable to JOC programming

Please find resumes attached at the end of this document for an in-depth review of our personal skills and qualifications.

c. Provide documentation of Vendor's safety record in performing similar services, including safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

Please see Skyline Builders & Restoration, Inc.'s safety record below.

YEAR	# of Incidents	# of Days	Citations
2023	0	0	0
2022	0	0	0
2021	2	2	0
2020	2	8	0
2019	3	3	0

Current EMOD: 1.20



2. Products/Services.

a. Discuss whether Vendor will be (1) offering one primary trade division only; (2) offering multiple trade divisions. PCA recognizes other divisions maybe required for a turn-key project.

Skyline Builders & Restoration, Inc. will be offering multiple trade divisions to complete turn-key projects under this contract.

b. Confirm that the products/services proposed meet the intent of the solicitation.

Skyline Builders & Restoration, Inc. confirms that the products/services proposed meet the intent of the solicitation.

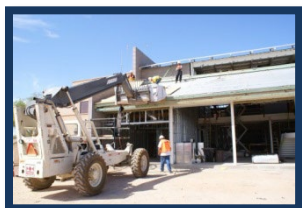
c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.

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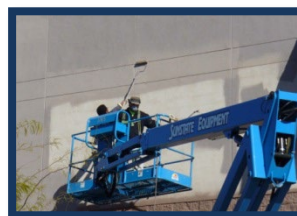
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field of expertise. We do not think of our subcontractors as an outside service, but rather, a bigger part of our Skyline team. Owners will benefit from the experience we have gained with the local subcontractor community. You will know, whether your project is manned by a Skyline in-house employee or a subcontracted team member, you will receive the highest quality results.

Skyline Builders & Restoration, Inc. has been performing construction service contracts since 1991. In the last 32 years, we have built our company around completing job order contracts and delivering the prompt service that these contracts demand. We typically complete over 480 projects per year, which means that we complete an average of 9 projects per week. These numbers would not be possible if we had not set up our entire company and all of its procedures to excel in the parameters of Job Order Contracting. Job Order Contracting is based on the principle that quality and timely results will lead to repeat business, and we are proud to boast a 92% repeat customer base.

To ensure jobs remain on budget and on schedule, Skyline will provide a schedule prior to the start of each job. Each week, our Project Manager and Superintendents meet in our office with our President. During this meeting, many of the critical issues of a project are discussed, along with the schedule for every project. We spend the extra time to ensure that the project is on budget and schedule and try to project any potential budget or scheduling issues. In the unlikely event that we do fall behind schedule, we take immediate action to correct the problem; such as working extra hours or expanding the crew size.

In order to guarantee a prompt response to the requirements of this contract Skyline will dedicate one individual as the primary contact. This individual will have the authority to act on behalf of Skyline Builders & Restoration, Inc. to meet the needs of this contract. By providing one central contact, Owners will be able to develop a relationship with one individual who can handle all of their needs and then delegate duties to the appropriate Skyline staff. While all of Skyline's superintendents are qualified to perform work on any given project, we try to pair superintendents to projects that allow them to excel, by tailoring the superintendent's strengths to projects best suited for them.

At Skyline, we understand that Owners may often need multiple projects to be completed at the same time. We understand this and with our in-house staff and extended team of qualified subcontractors we are able to mobilize quickly to ensure that all projects receive the proper supervision and commitment to quality.

Skyline Builders & Restoration, Inc.'s method of document control when submitting and coordinating requests for information and submittals is to develop a detailed scope of work, with the help of the Owner, from the very beginning of the project, in the hope of eliminating additional paperwork and saving time throughout the project's progress.

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d. State if Vendor provides expert advice/consultation.

Skyline Builders & Restoration, Inc. provides expert advice and consultation from our professional staff, bringing you over 100 years of collective construction experience.

e. Discuss whether Vendor routinely uses or plans to use Subcontractor or perform all work as agreed to by PCA Member using his own equipment and personnel.

Skyline Builders & Restoration, Inc. are "Professionals at your service" and understand that Owners are looking for professionals to handle their projects, this is why Skyline accepts full responsibility for the scope and extent of the contract. We are a full service, self-performing General Contractor specializing in Job Order Contracting. Our in-house team is made up of highly qualified individuals dedicated to providing quality workmanship, superior service, and complete customer satisfaction. To assure projects are completed on-time and on-budget with no interruptions to client operations, Skyline reserves the right to retain subcontractors to expedite work performance with no added cost to the client while still holding the same high standards as our in-house staff.

At Skyline Builders, we take a unique approach to subcontractors. Over the last 42 years, we have amassed a team of highly qualified subcontractors. We have established long term relationships with these team members whom have been able to provide excellent service to our customers in their field of expertise. We do not think of our subcontractors as an outside service, but rather, a bigger part of our Skyline team. Amphitheater will benefit from the experience we have gained with the local subcontractor community. Because of our relationships with our subcontractors, they understand that sometimes projects have to expedite quickly. Therefore, if a project arises with an expedited time frame, we have several subcontractors in our database to ensure Skyline is able to contract subcontractors in a timely manner for any Job Order work. The district will know whether the project is manned by a Skyline in-house employee or a subcontracted team member and you will receive the highest quality results.

As part of the Skyline team, we look for and retain firms that share our core values: quality workmanship, superior service, and complete customer satisfaction. We believe that quality of work and complete customer satisfaction is a far greater measure of a firm than price. We do, however, realize that this is a competitive industry and as such, price must be a factor as well. Skyline completely cost estimates all major projects confirming all estimates with the bids received from our valued team of subcontractors. At Skyline, we have never required our subcontractors to supply payment and performance bonds. We do, however, require all subcontractors to supply lien releases for both labor and material. All subcontract firms are required to be licensed by the State of Arizona, carry a minimum

of \$2,000,000 liability insurance, name Skyline Builders and Restoration, Inc. as an additional insured, and carry \$500,000 worth of workers compensation insurance.

We require all of our subcontractors to be in business under their current name for a minimum of three years. We further check to ensure that they have had no claims made against their licenses or any legal disputes that would pose a potential problem to our customers. We feel that part of our responsibility as the General Contractor is to ensure that each and every subcontractor that works on the project adheres to the same standards with which we operate our own business. We strive to ensure that we maintain relationships with at least three qualified contractors for each trade. After subcontractors are prequalified, Skyline Builders and Restoration, Inc. will solicit pricing and determine which subcontractor would be for the best value of the district. Every subcontracted team member utilized by Skyline Builders & Restoration, Inc., has experience in working for the school districts of Arizona. As such, they will comply with the laws regarding fingerprint clearance and understand the requirements of working in occupied schools. PCA members can rest assured that whether their project is being manned by a Skyline in-house team member or a member of our subcontracted team, you can expect the same professional, quality-driven results.



Throughout the last 42 years, Skyline has built relationships with a large number of subcontractors. Because of our relationships with our subcontractors, they understand that sometimes projects have to expedite quickly. Therefore, if a project arises with an expedited time frame, we have several subcontractors in our database to ensure Skyline is able to contract subcontractors in a timely manner for any Job Order work. Skyline strives to ensure that we maintain relationships with at least three qualified contractors for each trade in order to provide no less than 3 bids per division of work for each Job Order.

At Skyline, we have never required our subcontractors to supply payment and performance bonds. We do, however, require all subcontractors to supply lien releases for both labor and material. All subcontract firms are required to be licensed by the State of Arizona, carry a minimum of \$2,000,000 liability insurance, name Skyline Builders and Restoration, Inc. as an additional insured and carry \$500,000 worth of workers compensation insurance.

Skyline Builders & Restoration, Inc. stands behind any and all work performed by any of our subcontractor partners. We will take care of any issue that may arise regardless of who is responsible. Your satisfaction is our number one priority.

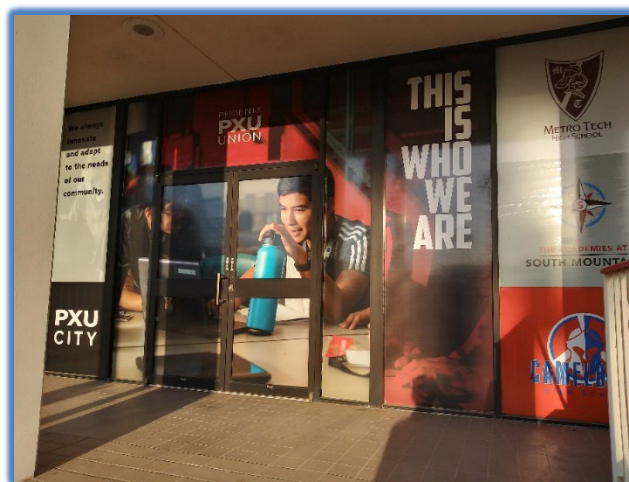
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At Skyline, we have never required our subcontractors to supply payment and performance bonds. We do, however, require all subcontractors to supply lien releases for both labor and material. All subcontract firms are required to:

1. Be licensed by the State of Arizona.
2. Carry a minimum of \$2,000,000 liability insurance.
3. Name Skyline Builders and Restoration, Inc. as an additional insured.
4. Carry \$500,000 worth of workers compensation insurance.

f. Vendor agrees to advise PCA Member when work is expected to be hazardous to students, employees, the public and/or other workers.

Skyline Builders & Restoration, Inc. agrees to advise PCA members when work is expected to be hazardous to students, employees, the public, and/or other workers.



3. Sample Project.

Project should be public sector project, if possible, if not, a private sector project may be used as an example of work experience. Do not identify the customer unless prior written approval has been obtained. Cover:

a. Size of customer

Skyline manages an average annual value of \$3 million work on contracts for the client of this project.

b. Sample user agreement/supplemental agreement/purchase order

Please find a copy of the purchase order for this project at the end of this section.

c. List of personnel used

Skyline Builders & Restoration, Inc. utilized the following personnel on this project:

- Michael Lee – Contract Administrator
- Tony Cohill – Construction Director
- Will Powell – Estimator/Project Manager
- Scott Jagger – Estimator/Project Manager
- Kenny Commons – Superintendent

d. Scope of work

Skyline Builders & Restoration, Inc. provided a detailed scope of work to the Owner that included all labor, equipment and materials to remodel the performing arts center at a local high school. Skyline supplied and installed stainless steel column wraps with full height gloss print decal wraps using client provided artwork. Solid surfaces and millwork in ticket booth areas were replaced, along with the creation of a new storage room area in line with the space, including a new door, frame, and hardware to match client standards. Light fixtures, outlets, and switches were demolished and replaced with upgraded units along with 720 square feet of acoustic wall panels and new square siding. Legs for dead hung line set and oval compressions were replaced per inspection reports to meet improved safety and quality standards, along with asbestos inspections and reporting throughout the entire work area, providing any abatement necessary. Skyline prepared, primed, and painted all doors, frames, walls, soffits, pillars, restrooms, ceilings, orchestra areas, and storage rooms throughout the performing arts center. Existing auditorium seating was removed and hauled off, mechanically removing existing epoxy coating and grinding concrete slab under seating with 40g, 80g, and 100g metal bond diamonds. Skyline provided new and improved seating selected by the client and installed on Skyline applied stain and polyurethane sealer beneath.



Skyline removed and replaced restroom partitions with new embossed stainless-steel partitions with floor to ceiling pilasters and associated door hardware. Skyline enlarged an existing doorway by saw cutting associated brick wall, then fabricating and installing lintels bolt fastened to the brick to receive Skyline supplied and installed hollow metal door and frame using client standard hardware and closers, relocating switches and conduit to allow for the new double opening. Skyline mechanically ground existing lobby terrazzo for proper surface profile, honed with 110g and 200g resin bond diamonds. Skyline furnished and installed grout coating to remediate spalled and pitted areas throughout the performing arts center, performing additional grind passes to remove excel materials. We demolished existing carpet tile and base in aisle, stair, and orchestra pit areas, performing additional scrape to remove adhesive residue and additional minor floor prep for new furnished and installed carpet tile, base, and transitions from previous removal, along with new carpet to floor LED light extensions, associated raceway, transformers, outlets, and dimmer. Skyline sanded the stage floor to bare wood, checked for board repairs and performing repairs as necessary, and continued sanding to smooth grit. Preparing sanded surfaces with edge, screen, vacuum, and clean, Skyline applied multiple coats of stage paint to assure proper finish, supplying and installing an additional three (3) floor boxes in the back of the stage area. Along with this, Skyline sanded, sealed, and applied natural wood finish to wings on the front of the stage, the nosing, and front fascia. Skyline removed and replaced the orchestral pit net, existing forty-five (45) house light fixtures to be retrofitted, fifteen (15) recessed LED lighting fixtures, and one hundred and three (103) lobby can lights, modifying framing, drywall, and conduit as necessary. Skyline relocated cabling and conduit across stage stairs, fabricating and installing additional 36" wide steel stairs with necessary support columns, landings at both levels, and railings in back storage areas, priming and painting them to finish. Skyline hauled off all waste, material, and cleaned worked surfaces to deliver a completed turn-key project to the client.



The owner's objective of modernizing their performing arts center with current safety standards and aesthetics was met by Skyline through a coordinated and cohesive construction plan to bring all elements of the auditorium and accompanying lobby into their desired image.

e. Duration of the project

Skyline Builders & Restoration, Inc. is projected to complete this project on budget and on time with its schedule, having an award date of 10/07/2022, construction start of 10/11/2022, and final completion on 06/30/2023. During this project, renovations occurred during a high use season for the performing arts. Portions were completed and the entire site was made safe to accommodate performers to use the space while renovations were in progress as to not interrupt their season.

f. Overall cost

The total proposed value of this project was \$1,044,336.08

Include as many items as applies:

A. Trades. The divisions listed in a unit price book (UPB) are available under this solicitation. Vendor is required to self-perform the services. If the project requires additional services that the primary vendor doesn't have, the work could be subbed out to a subcontractor. The subcontractor will be required to follow the same guidelines and requirements as the prime vendor.

Skyline Builders & Restoration, Inc. is able to perform all relevant services listed in the associated unit price book, and assures that any subcontractors used will follow the same guidelines and requirements as them. Skyline utilized the following trades on the above referenced project:

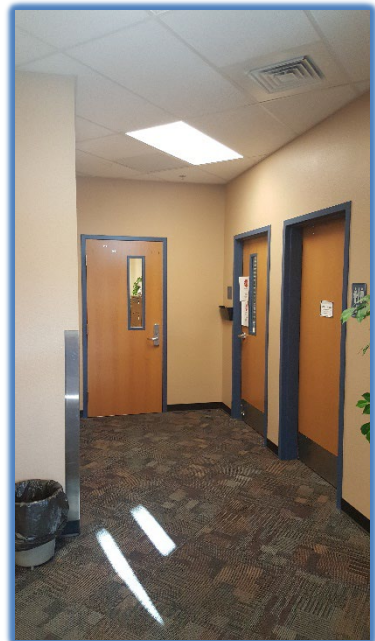
- Cabling and networking
- Carpentry
- Communications
- Painting
- Drywall and painting: new, maintenance and repair
- Electrical and lighting: new, maintenance and repair
- Environmental services
- Flooring-new, maintenance and repair
- Plumbing-new, maintenance and repair
- Other standard installations
- Other standard trades, operations and maintenance services

Skyline Builders & Restoration, Inc. is also capable of providing services for trades including but not limited to:

- Building automation controls for heating, air conditioning, lighting, fire, etc.
- Building waterproofing
- Concrete and asphalt: new, maintenance and repair
- Irrigation systems
- Moving and/or leveling modular buildings
- Other standard installations
- Other standard trades, operations and maintenance services

Skyline Builders & Restoration, Inc.'s scope of service includes but is not limited to the following NIGP codes:

- 285 Misc. Electrical Equipment and Supplies
- 670 Plumbing Equipment, Fixtures, and Supplies
- 750-32 Concrete Crack Repair, Adhesive Repair
- 770 Roofing and Supplies
- 909 Building Maintenance, Installation and Repair Services
- 910-54 Painting, Maintenance and Repair Services (Including Caulking)



- 910-51 Services - Concrete
- 910-78 Weatherization, Weather and Waterproofing Maintenance and Repair Services
- 912 Construction Services, General, including Maintenance and Repair Services
- 913 Construction Services, Heavy, including Maintenance and Repair
- 914-84 Trade Services, Construction (not otherwise classified)
- 958 Management Services
- 968-94 Waterproofing Systems and Repair

B. Compliance with Laws. Vendor, his agents and employees, shall comply with all laws, ordinances, rules and regulations of the State, County, and the City of the PCA Member, and all governing bodies having jurisdiction applying to work done or to be done under these specifications.

Skyline Builders & Restoration, Inc., its agents, and its employees shall comply with all laws, ordinances, rules, and regulations of the State, County, City, and all governing bodies having jurisdiction applying to work done for this client and to be done for any PCA member under these specifications. It is standard operating procedure for Skyline Builders & Restoration, Inc. to comply with all laws, ordinances, rules, and regulations of the State, County, and the City of the client, and all governing bodies having jurisdiction applying to work done or to be done under these specifications on all projects.

C. Performance Bond. If required, Vendor shall provide PCA Member with a performance bond issued by a corporate surety authorized to conduct business in the PCA Member's location.

Skyline Builders & Restoration, Inc. shall provide PCA members with a performance bond issued by a corporate surety authorized to conduct business in the PCA member's location, if required. It is standard operating procedure for Skyline Builders & Restoration, Inc. to provide owners with a performance bond on all projects that require performance bonds.

D. Subcontractors. The name, background, and experience of subcontractors to Vendor shall be submitted to the PCA Member for his approval unless all work outlined by PCA Member will be performed by Vendor using his own equipment and personnel, under the contract.

Skyline Builders & Restoration, Inc. guarantees that the name, background, and experience of their subcontractors shall be submitted to the PCA member for their approval unless all work outlined by the PCA member will be performed by Skyline Builders & Restoration, Inc. using their own equipment and personnel under the contract.

E. Proof of Experience. Provide documentation evidencing the experience of Vendor and demonstrating that Vendor has successfully provided services similar to those specified herein to other PCA Member.

Skyline Builders & Restoration, Inc. has been in operation since 1981. We are a full service, self-performing General Contractor specializing in Job Order Contract Services. Our in-house team is made up of highly qualified individuals, dedicated to providing quality workmanship, superior service, and complete customer satisfaction. Skyline's team has the ability to provide our valuable customers outstanding service with our in-house staff and over 100 years of collective construction experience. Even though Job Order Contracting is a relatively new construction delivery method, Skyline Builders &

Restoration, Inc. has been servicing JOC's for over 25 years. We received our first Job Order Contract (then referred to as a Term Contract) from the Arizona Department of Transportation 25 years ago. Being able to provide the immense value of this experience to its clients, Skyline Builders & Restoration, Inc. is able to successfully provide services similar to those specified herein to other PCA members.

Similar Work

Skyline Builders & Restoration, Inc. prides itself on being Arizona's JOC specialists at your service, and has a proven track record of success in work similar to the scope of services in this solicitation. Please see the following list of agencies that Skyline currently contract with for their JOC needs:

Contracting Agency: **1Government Procurement Alliance (1GPA)**

Contract Contact: maiken@1gpa.com

Date of Contract: 02/08/23-02/08/24

Value of Contract: \$4,000,000 projected annually

Contracting Agency: **Arizona Department of Administration/Gordian**

Contract Contact: a.chu@gordian.com

Date of Contract: 09/01/22-09/01/23

Value of Contract: \$5,000,000 projected annually

Contracting Agency: **Arizona Department of Transportation**

Contract Contact: bjones@azdot.gov

Date of Contract: 03/15/21-03/15/24

Value of Contract: \$50,000 projected annually

Contracting Agency: **Arizona State University**

Contract Contact: belinda.biggs@asu.edu

Date of Contract: 08/01/22-07/31/25

Value of Contract: \$1,500,000 projected annually

Contracting Agency: **Arizona State University**

Contract Contact: kevin011@asu.edu

Date of Contract: 01/06/23-01/09/25

Value of Contract: \$4,000,000 projected annually

Contracting Agency: **City of Glendale**

Contract Contact: jpatterson@glendaleaz.com

Date of Contract: 03/24/22-03/23/24

Value of Contract: \$50,000 projected annually

Contracting Agency: **City of Mesa**

Contract Contact: jess.romney@mesaaz.gov

Date of Contract: 06/01/18-05/31/23

Value of Contract: \$160,000

Contracting Agency: **City of Peoria**

Contract Contact: Teresa.Andersen@peoriaaz.gov

Date of Contract: 07/01/2017-06/30/23
Value of Contract: \$7,500,000

Contracting Agency: **City of Phoenix**
Contract Contact: michelle.espericueta@phoenix.gov
Date of Contract: 10/01/22-10/01/23
Value of Contract: \$100,000 projected annually

Contracting Agency: **Maricopa Integrated Health Services (Valleywise)**
Contract Contact: mary.hammer@mihs.org
Date of Contract: 07/09/18-11/23/23
Value of Contract: \$60,000

Contracting Agency: **Maricopa Integrated Health Services (Valleywise)**
Contract Contact: mary.hammer@mihs.org
Date of Contract: 07/09/18-06/30/23
Value of Contract: \$60,000

Contracting Agency: **Yavapai Community College/Gordian**
Contract Contact: ryan.bouwhuis@yc.edu
Date of Contract: 2020/2021 through 2025/2026
Value of Contract: \$160,000

F. Safety Record. Vendor shall provide evidence of Vendor's safety record while performing similar services, including information as to any safety violations, assessments, or citations issued by applicable governmental agencies in the past five (5) years.

Please see Skyline Builders & Restoration, Inc.'s safety record below.

YEAR	# of Incidents	# of Days	Citations
2023	0	0	0
2022	0	0	0
2021	2	2	0
2020	2	8	0
2019	3	3	0

Current EMOD: 1.20



4. Marketing Plan.

Show how Vendor plans to use the PCA contract to market its products/services. It could include sample handouts/flyers, lunch and learn programs, and conferences.

Skyline Builders & Restoration, Inc. truly believes that membership in PCA would be advantageous to every one of our current customers, and as such, we are committed to taking the time to inform them of the program. We would accomplish this through mass email publications, letters, phone calls, and during our many face-to-face meetings throughout the year.

In addition to marketing the Purchasing Cooperative of America to our current customers, Skyline Builders & Restoration, Inc. is committed to reaching out to all current PCA Members. We would start this by sending out emails introducing our company and explaining what we are able to do for them. We would also utilize our sales and marketing department to follow up with letters, phone calls, and face-to-face meetings.

While anyone can say what they will do, we feel we can best illustrate our ability to reach out to multiple members of the PCA by explaining how we have done so with other contracts.

Skyline Builders & Restoration, Inc. is committed to informing current customers about the Purchasing Cooperative of America and reaching out to current users of the program.

Skyline Builders & Restoration, Inc.'s plan for implementation of the contract during the first 90-days is, we will schedule a meeting with our entire office staff to explain the basics on how the contract works and key points relevant to our staff. After the meeting Michael Lee will field any questions or concerns on how to implement the contract.

After our staff is briefed on the details of the contract, Skyline will release a co-branded press release within first 30 days. We will market this contract by placing a co-branded press release/ad in the Phoenix Business Journal, the ASU State Press, the Arizona Republic and the Tucson Citizen. Skyline Builders & Restoration, Inc. will also be updating our company website with the PCA award information, our company Facebook page and all employee LinkedIn accounts. We will also add the co-branded press release/ad to the above social media sites. Skyline will also utilize Constant Contact, an email marketing service, by sending a weekly email explaining the benefits and advantages of PCA, followed up by a monthly email campaign highlighting the program. We will also have the co-branded collateral pieces available online and at the various trade shows Skyline attends annually. Skyline participates in several trade shows annually, including, but not limited to: The Arizona School Boards Association, AASBO, AZRSO, Plant and Engineering shows & Facilities Maintenance show. We will proudly display the PCA logo at every show we attend.

Finally, Skyline will create a dedicated PCA internet-based homepage on our company website that will link to PCA's homepage. On the dedicated homepage, Skyline Builders & Restoration, Inc. will include a summary of the contract and services offered, as well as all due diligence documents; including but not limited to: a copy of the solicitation, a copy of the contract and all marketing materials used.

5. Training Program.

Describe program for training for PCA Member on equipment and operation, if applicable. Cost should be included in SECTION 6.

Skyline Builders & Restoration, Inc. will walk the PCA member through all training required on installed equipment and its operation as a standard part of our closeout procedures on any job done through JOC. Skyline will assure that a full understanding of systems built is achieved by the PCA member. We will work with the member to schedule training as required at time(s) convenient to the member. These services are provided to every Skyline customer at no additional cost.



6. 'Value Add' Products and Services.

Describe 'Value Add' items Vendor can provide to PCA Members. Include specifications for each product/service listed and provide pricing in SECTION 6. Failure to include description and pricing may result in 'Value Add' items not being considered for or included in a contract award.

Expert Advice/Consultation

Skyline Builders and Restoration, Inc. has been performing Job Order Contracting services for over 25 years. This has allowed us to perform on thousands of projects using this construction delivery method. Though we have the benefit of plans and specs on some jobs, over the years the vast majority of our projects have required us to come up with a detailed scope of work with the owner's representative. This has allowed the team at Skyline to get a vast amount of experience on constructability and design on projects ranging in size from 1,000 dollars to 3.5 million dollars. When you work with Skyline, you benefit from all of the experience our team has amassed over time.

Service Levels Based on Customer Size, Amount of Purchase, and Frequent Buyer Programs

Skyline Builders & Restoration, Inc. is proud to say that our mission is to make your needs our top priority by providing quality workmanship, superior service, and complete customer satisfaction, while assuring no interruption to the day-to-day operation of your facilities. We offer this service to each and every client we work for regardless of number of projects or size of projects. We believe that the more projects we complete for a customer over time, the better equipped we are to anticipate their specific needs. The real advantage to a Job Order Contract program is that it allows Skyline to build a relationship with end users where we get to know the unique needs of your facilities and the individuals who utilize the facilities. For example, we get to know about your particular building specifications, hours of operations, and other unique needs. While every client on every project gets our very best service and effort, repeat business will help us to continue to achieve that hand-tailored service.

Education Teams to Help members Utilize Vendor Services

At Skyline Builders & Restoration, Inc. we take great pride in Improving Every Environment We Touch. This means offering quality workmanship, superior service, and complete customer satisfaction, while assuring no interruption to the day-to-day operation of your facility. In order to help our clients understand all of the different ways that we can help with your facility, we use a client relations team led by David Camps to train users on the many ways Skyline can partner with them. This includes programs like lunch and learns to share the latest industry knowledge, safety training by our OSHA certified trainers, and regular visits by our client relations team to assess your needs and help you meet them.

Training

Skyline Builders & Restoration, Inc. knows that the project is not complete until the customer is completely satisfied. We know that part of customer satisfaction is understanding and feeling comfortable with any new systems brought into a facility. The whole Skyline team will work with all end

users to schedule the appropriate amount of time to train on the use of all new equipment and systems and will follow up after 1 week and 1 month to ensure there are no additional questions or needs.

Dedicated Customer Account Personnel

Skyline Builders & Restoration, Inc. believes in a personal level of customer service, and as such we empower members of our team to do whatever it takes to meet the needs of our customers. Skyline will assign a dedicated person for each project a client has and a dedicated account manager for each client. Our Director of Construction Tony Cohill and President Michael Lee will work with our clients to ensure that the client is comfortable with the client manager as well as project managers.

Experience

We understand that price must be a factor in any purchasing decision, and as such, we know our prices are competitive, however, when you purchase through Skyline Builders & Restoration, Inc. you are receiving so much more than a price benefit.

Skyline Builders & Restoration, Inc. has gained certification as a company to “conduct lead based paint activities” by the United States Environmental Protection Agency. Effective April of 2010, any paint work completed on a building built prior to 1978 where children attend regularly including but not limited to elementary schools, must be completed by a certified company. Skyline employs a lead-based paint supervisor and has conducted lead awareness classes using EPA guidelines for all employees.

Skyline Builders & Restoration, Inc. brings 42 years of experience in dealing with all aspects of the paint application profession. Skyline Builders & Restoration, Inc. has gained substantial experience in completing contracts such as this through our Job Order Contracting experience. This experience has allowed us to complete projects all over the State of Arizona for a multitude of end users.

In an effort to better serve our customers Skyline Builders & Restoration, Inc. has a company philosophy to stay ahead of the local trends. This is evident by the fact that we were one of the first companies in the Valley to offer our customers Job Order Contracting, even before it became a mainstream delivery method. We continually seek to improve ourselves through educational seminars on the latest industry trends. Michael Lee, our President has taken a Job Order Contracting Certification course. This comprehensive 16-week course was offered through a partnership with Arizona State University and the Alliance for Construction Excellence. The course concluded with a certification exam, allowing Skyline to be one of the first Certified Job Order Contracting companies in the State of Arizona.

Skyline Builders & Restoration, Inc. has been working in the Valley for the last 42 years. This experience gives us a good working knowledge of the local market, trade subcontractors, and suppliers. We work with these people every day. As a customer of Skyline Builders & Restoration, Inc., you will benefit from all our years of experience. Our experience allows us to offer our customers the best value in the State, because we know who to go to in order to best meet the needs of our customers.

One of the many ways Skyline Builders & Restoration Inc. keeps track of the local market and trade subcontractors is by maintaining quality professional memberships. We feel these memberships keep us in touch with the local market, inform us of beneficial technological advancements, and help us see what new construction methods are available. We proudly belong to the following organizations:

- Greater Phoenix Chamber of Commerce
- North Phoenix Chamber of Commerce
- Better Business Bureau
- Building Owners and Managers Association
- Arizona Association of School Business Officials
- National Association of Corrosion Engineers
- Steel Structures Paint and Corrosion
- Painting and Decorating Contractors of America



7. Detail Vendor Freight, Delivery, Inspection, & Acceptance Policy and Capabilities

All deliveries requiring Inspection and Acceptance shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in Vendor pricing unless otherwise clearly stated in writing in Vendor's proposal to PCA Member. Deliveries shall be made during PCA Member's business hours.

Not Applicable, initial here 

8. Delivery

NOTE: PCA suggests free delivery. Charging for delivery is not an exception to this contract. Detail your delivery practices/charges.

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

a. State your standard delivery charges.

Not Applicable, initial here



b. Minimum order for free delivery

Not Applicable, initial here



c. State standard delivery timeframe

Not Applicable, initial here



d. Expedited delivery capabilities/charges.

Not Applicable, initial here



9. Warranty Information.

All products shall EITHER be NEW and free from defects OR refurbished as authorized by PCA Member. If defective or incorrect products are delivered, the PCA Member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the PCA Member. Vendor agrees to pay all shipping and handling costs for return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

a. State length of standard warranty on parts/equipment/materials.

Skyline Builders & Restoration, Inc. provides a standard warranty of two (2) years on parts/equipment/materials.

b. Length of standard warranty on installation/service.

Skyline Builders & Restoration, Inc. provides a standard warranty of two (2) years on installation/service.

c. Does Vendor offer extended warranty or maintenance contract?

Skyline Builders & Restoration, Inc provides a two-year warranty on service, materials, and workmanship. Skyline believes that the value of a JOC contract is based in the relationships it allows to be built with clients and PCA members herein. Should problems arise due to workmanship or service outside of the two-year warranty, Skyline will work diligently with the client to achieve a solution in the best interest of the PCA member.



Michael Lee, President



Mike began his career at Skyline Builders as Office Manager. Soon after, Mike turned to project management, followed by General Manager, Executive Vice President and was promoted to President in January, 2015. As such, Mike is ultimately responsible for each project and JOC that Skyline is involved with.

Due to the different positions held at Skyline, Mike has expertise in customer satisfaction, job order contracting, contractual agreements, management of daily operations, human resources and employee relations, job cost control, scheduling and project closeout.

As President, Mike strives for quality workmanship, superior service and complete customer satisfaction.

Qualifications / Education

Education:

Arizona State University
BS, Secondary Education

Number of years in profession:

18 years with Skyline Builders

Licenses / Certifications:

Arizona State University, Del
Webb School of Construction
Project Management Certificate
NX Level for Entrepreneurs
Certificate of Completion
RS Means Cost Works Training
Seminar

Certificate of Completion
Hanley Wood University
Master Certificate, Business
Management
Alliance for Construction
Excellence
JOC Accredited Professional

Affiliations:

Center for JOC Excellence
Treasurer
Vistage International
Executive Member

Location:

Phoenix, AZ

Significant Projects

State of Arizona

General Job Order Contract
#ADSP011-013768
\$2,400,000 annually
October 2011 - May 2017

1GPA/Paradise Valley Unified School

District National Job Order Contract
#17-10PV-08
\$2,250,000 annually
June 2015 - May 2023

Arizona State University

Campus Wide Paint Job Order Contract
#231401 \$1,500,000 annually
October 2013 - October 2019

National IPA (formally TCPN)

Job Order Contract # R130214
\$750,000 annually
June 2013 - May 2018

Tempe Elementary School - SAVE

Paint Job Order Contract # 14-21-18
\$1,000,000 annually
December 2016 - June 2022

Phoenix Union High School District

Trevor Browne PAC
\$800,000.00

Deer Valley Unified School District

2021 Summer Paint Projects
\$1,325,643.79

Alhambra Elementary School District

Alhambra Choice Interior Renovations
\$736,712.66

City of Scottsdale

City Hall Restroom Renovations & ADA
Improvements
\$376,647.44

Tony Cohill, Vice President of Construction



For the last 29 years Tony has worked in many areas of construction management. He began his career as a Superintendent in the residential sector.

After working his way to Superintendent of commercial projects, he moved to project management. Tony now oversees all scheduling, project budgets and estimating, along with providing customer service and dispute resolution.

Qualifications / Education

Number of years in profession:
Over 20+ years

Licenses / Certifications:

Associate General Contractor of America, Superintendent Training Program

Certificate of Completion

Alliance for Construction Excellence, Construction Management Program

Certificate of Completion

Painting & Decorating Contractors of America, Estimating Program

Certificate of Completion

OSHA 10

Location:

Phoenix, AZ

Significant Projects

State of Arizona

General Job Order Contract

#ADSP011-013768

\$2,400,000 annually

October 2011 - May 2017

Deer Valley Unified School District

Boulder Creek High School

Aeronautical Engineering Building

Addition

\$1,412,393.34

Delivery Method: CMAR

Deer Valley Unified School District

Sandra Day O'Connor High School

Building Addition

\$2,071,320.00

Delivery Method: CMAR

Deer Valley Unified School District

2017 District Wide Security Upgrades

\$869,326.00

Delivery Method: JOC

Deer Valley Unified School District

Boulder Creek High School

Library Alterations

\$162,608.49

Delivery Method: JOC

Phoenix Union High School District

Trevor Browne PAC

\$800,000.00

Delivery Method: JOC

Deer Valley Unified School District

2021 Summer Paint Projects

\$1,325,643.79

Delivery Method: JOC

Alhambra Elementary School District

Alhambra Choice Interior Renovations

\$736,712.66

Delivery Method: JOC

City of Scottsdale

City Hall Restroom Renovations & ADA

Improvements

\$376,647.44

Delivery Method: JOC

Deer Valley Unified School District

District Wide Marquees

\$1,126,397.00

Delivery Method: JOC

Deer Valley Unified School District

Bellair Elementary School

Modernization

\$5,618,067.00

Delivery Method: CMAR

Will Powell, Senior Estimator



Prior to joining the construction industry, Will worked for Starwood Hotels & Resorts for 8 years as an Operations Manager. In 2008, Will left the hospitality industry and began his career as a JOC Estimator.

Using unit price books, Will quickly became proficient at creating detailed proposals. Early in his career, Will worked as an overflow estimator for start-up JOC contractors in Georgia and Texas. Since that time, Will has become one of the premier JOC estimators in the state of AZ.

Will continues to be committed to providing owners with fair pricing for quality work while keeping contract-driven change orders to a minimum.

Qualifications / Education

Education:

Riverside Community College

Number of years in profession:

18 years

6 years with Skyline Builders

Licenses / Certifications:

Alliance for Construction
Excellence

JOC Accredited Professional
RS Means Cost Works Training
Certificate of Completion
RS Means Estimating

Certificate of Training
4Clicks Solutions Training
Certificate of Completion
Microsoft Access Advanced
Training
Certificate of Completion

Affiliations:

Center for JOC Excellence
Member

Significant Projects

AZ Department of Juvenile Corrections

Install 40x33 Sally Port Enclosure

Procured using the State Contract

\$45,641.24

November 2022 – April 2023

Delivery Method: JOC

Town Of Wickenburg

Town Hall & Old PD Renovations/Court Room

Addition Procured using the State Contract

\$93,0006.07

November 2022 – February 2023

Delivery Method: JOC

AZ Department of Administration

AZ Corporation Commission Restroom TI

Procured using the State Contract

\$ 774,009.45

December 2022 – June 2023

Delivery Method: JOC

AZ Department of Public Safety

Painting of WSB Building

Procured using the State Contract

\$27,163.57

December 2022 – January 2023

Delivery Method: JOC

State of Arizona

General Job Order Contract

#AZSPO11-013768

\$2,400,000 annually

October 2011 – May 2017

Scott Jagger – Project Manager/Estimator



Scott joined the Skyline Builders & Restoration, Inc. team in 2019 as the Project Engineer. Prior to his work at Skyline, he gained extensive background with finish trades and customer service. During his time as a Project Manager in a finish trade, he spent a lot of time creating and syncing different schedules for his projects as well as the company's projects, ensuring quality work was completed, and managing staff.

Additional requirements of Scott include securing contracts for work, updating project information, material ordering, job cost control, quality control, Toolbox Talks (safety meetings) and customer satisfaction.

Qualifications / Education

Education:

Associates degree in General Studies - Paradise Valley Community College

Number of years in profession:

5 years in the profession
3 year with Skyline Builders
5 years in customer service

Licenses / Certifications:

CPR Certified

Location:

Phoenix, AZ

Significant Projects

State of Arizona

General Job Order Contract
#ADSP011-013768
\$2,400,000 annually
October 2011 - May 2017

Phoenix Union High School District

Metro Tech Cafeteria Renovation
\$197,325.00
Delivery Method: JOC

Phoenix Elementary School District

Multiple Projects:
Emerson
Heard
\$545,38.00
Delivery Method: JOC

Phoenix Union High School District

Trevor Browne PAC
\$800,000.00
Delivery Method: JOC

Alhambra Elementary School District

Alhambra Choice Interior Renovation
\$736,712.66
Delivery Method: JOC

Amphitheater Public Schools

Ironwood Ridge HS Gym and Auditorium
\$133,823.68
Delivery Method: JOC

Amphitheater Public Schools

Canyon Del Oro Remodel Rev. 1
\$109,931.02
Delivery Method: JOC

Amphitheater Public Schools

Nash elementary Paint & Security Upgrades
\$72,828.92
Delivery Method: JOC

Kenneth Commons, General Superintendent



Kenny has been in the construction trades for the past 31 years. Prior to joining Skyline Builders in 2010, Kenny's experience included surveying & layout, carpentry foreman, leadman and project superintendent.

As Skyline's General Superintendent, Kenny spends a lot of his time outside of the Phoenix Metro area. Not only has Kenny built professional relationships with various clients throughout the State, he has also gotten to know them on personal levels as well.

His responsibilities include superintendent, sales, subcontractor scheduling, customer satisfaction and Toolbox Talks (safety meetings). With Kenny's knowledge he is able to assess complex projects and foresee most problems prior to construction, thus maintaining cost and schedule control.

Qualifications / Education

Number of years in profession:

31 years

12 years with Skyline Builders

Licenses / Certifications: Practical Planning & Scheduling of Small & Medium-Sized Projects

Certificate of Completion

Construction Field & Project Management Systems

Certificate of Completion Rigging & Signaling

Certificate of Completion

Printreading for Residential & Light Commercial Construction

Certificate of Completion

OSHA 10

Operator Safety Training Program for Manual Propelled, Self Propelled & Boom Supported Safety Training

HILTI Qualified Operator – Powder Actuated Tools

HILTI Firestop Systems Training

Location:

Phoenix, AZ

Significant Projects

State of Arizona

General Job Order Contract

#ADSP011-013768

\$2,400,000 annually

October 2011 - May 2017

Deer Valley Unified School District

2017 District Wide Security Upgrades

\$869,326.00

Delivery Method: JOC

Deer Valley Unified School District

Sandra Day O'Connor Classroom Building Addition Construction Manager at Risk

\$2,098,300

Delivery Method: CMAR

Deer Valley Unified School District

Boulder Creek High School Aeronautical Engineering Building Addition

\$1,412,393.34

Delivery Method: CMAR

Phoenix Union High School District

Trevor Browne PAC

\$800,000.00

Delivery Method: JOC

City of Scottsdale

City Hall Restroom Renovations & ADA Improvements

\$376,647.44

Delivery Method: JOC

Deer Valley Unified School District

Bellair Elementary School

Modernization

\$5,618,067.00

Delivery Method: CMAR

Delivery must be made within doors of specified destination by 3:30pm MST.

Payment Terms are Net 30 Days.

Purchase Order terms of condition may be found at:

P.O. Date: 10/07/2022

Questions ? Direct Inquiries to Buyer

Ext:

Account:

P.O. Issued To :

SKYLINE BUILDERS & RESTORATION INC

2401 N 24TH AVENUE

PHOENIX AZ 85009-1814

Ship To:

Attn:

Contact: SALLY COHILL

Location: CONSTRUCTION & FACILITIES

Phone: (602) 404-0842

Fax: (602) 404-0843

Project: Construction / Remodeling

Req#

Reference:

Date Required: 09/16/2022

Award Number:

Line	Qty	Unit	Part#	Description	Unit Price	Extended	Tax	Freight
1	1	EA		AL F019 AUDITORIUM CONSTRUCTION RENOVATIONS @ <div></div> <div>SEE ATTACHED PROPOSAL.</div>	1,044,336.08	1,044,336.08	0.00	0.00

Special PO Instructions:

PO EMAILED TO VENDOR 100722

TONY@AZSBR.COM

CC

APPROVAL SIGNATURES:

Sub-Total:

1,044,336.08

Freight:

0.00

Tax:

0.00

Total Amount:

1,044,336.08

NOTES:

PO# must appear on all boxes and packing slips.
Merchandise or services must be received by June 30th of each fiscal year unless otherwise noted.

Buyer:

Order Via:

Email

VENDOR COPY



Price Proposal

Skyline Builders & Restoration
18-15PV-13 - 1Government Procurement Alliance

Estimator: Will Powell

Division Summary (MF04)

01 - General Requirements	\$34,709.29
02 - Existing Conditions	\$10,105.00
03 - Concrete	\$71,340.51
04 - Masonry	\$386.00
05 - Metals	\$71,067.50
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	\$14,645.95
09 - Finishes	\$198,699.95
10 - Specialties	\$29,550.00
11 - Equipment	\$72,500.00
12 - Furnishings	\$361,954.50
13 - Special Construction	\$23,520.00
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

General Construction Subtotal	\$1,155,846.66
Owner Allowance	\$50,000.00
Performance Bond (2.5000%)	\$28,896.17

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$707,506.66
Labor:	\$421,066.81
Equipment:	\$24,873.20
Other:	\$2,399.99
Laborhours:	4,258.07
Green Line Items:5	\$128,957.50

26 - Electrical	\$183,775.96
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	\$83,592.00
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$1,155,846.66

1GPA-Standard Coefficient (-13.0000%)	\$(150,260.07)
RSMeans PHOENIX, AZ CCI 2023Q2, 91.20%	\$(95,434.48)
Phoenix Tax rate (5.5900%)	\$55,287.80

Priced/Non-Priced

Total Priced Items:	97	\$1,155,846.66	
Total Non-Priced Items:	0	\$0.00	0.00%
	97	\$1,155,846.66	

Grand Total **\$1,044,336.08**

Estimator: Will Powell

Totalling Component Details

Description	Item Count	Applicable Amount	Applied Amount	Applied Result	Balance
General Construction Subtotal Included in Total: Yes Type:Total, Master Format Type: MF04 Values:Total Includes: Priced, Non Priced Filtering: (none)	97	\$1,155,846.66		\$1,155,846.66	\$1,155,846.66
Owner Allowance Included in Total: Yes Type:Amount (Project Level)			\$50,000.00	\$50,000.00	\$1,205,846.66
Performance Bond Included in Total: Yes Type:Percentage (Project Level) Subtotal based on 1 items: "General Construction Subtotal"		\$1,155,846.66	2.5000 %	\$28,896.17	\$1,234,742.83
1GPA-Standard Coeffecient Included in Total: Yes Type:Percentage (Project Level) Master Format Type: MF04 Values:Total Includes: Priced, Non Priced Filtering: (none)	97	\$1,155,846.66	(13.0000)%	\$(150,260.07)	\$1,084,482.76
RSMeans PHOENIX, AZ CCI 2023Q2, 91.20% Included in Total: Yes Type:RSMeans CCI (Project Level) RSMeans PHOENIX, AZ CCI 2023Q2, 91.20% Z P:850, 853 Subtotal based on 4 items: "1GPA-Standard Coeffecient", "General Construction Subtotal", "Owner Allowance", "Performance Bond"		\$1,084,482.76	(8.8000)%	\$(95,434.48)	\$989,048.28
Phoenix Tax rate Included in Total: Yes Type:Percentage (Project Level) Subtotal based on 5 items: "1GPA-Standard Coeffecient", "General Construction Subtotal", "Owner Allowance", "Performance Bond", "RSMeans PHOENIX, AZ CCI (Current)"		\$989,048.28	5.5900 %	\$55,287.80	\$1,044,336.08

Estimator: Will Powell

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1 01-31-14-20-0050	Multi-pole circuit breaker lock out device (15 to 225 Amp) Lockout/tagout of electrical devices while demoing & installing electrical devices.	Ea.	4.0000	\$39.50	\$158.00	RSM23FAC M, L, O&P P
2 01-31-14-20-0120	Lock out hasp for multiple lockout tags Lockout/tagout of electrical devices while demoing & installing electrical devices.	Ea.	1.0000	\$12.25	\$12.25	RSM23FAC M, L, O&P P
3 01-31-14-20-0180	Lock out sign Lockout/tagout of electrical devices while demoing & installing electrical devices.	Ea.	1.0000	\$23.00	\$23.00	RSM23FAC M, L, O&P P
4 01-31-14-20-0190	Lock out tag Lockout/tagout of electrical devices while demoing & installing electrical devices.	Ea.	5.0000	\$8.00	\$40.00	RSM23FAC M, L, O&P P
5 01-54-09-60-0220	Safety nets, stock size combined mesh, 3-1/2" and 1/4" mesh, excl. supports Install orchestra pit net. 18*51 = 918.00	S.F.	918.0000	\$8.45	\$7,757.10	RSM23FAC M, O&P P
6 01-54-33-40-0070-1	Hourly operating cost for rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel Hourly operating costs to run lift. (20*8)*2 = 320.00	Ea.	320.0000	\$14.86	\$4,755.20	RSM23FAC E, O&P P
7 01-54-33-40-0070-4	Rent per month for rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel Rent lift to paint areas above 14' in auditorium, lobby, & backstage.	Ea.	2.0000	\$3,245.62	\$6,491.24	RSM23FAC E, O&P P
8 01-54-36-50-1300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer Mob/demob of lift.	Ea.	2.0000	\$390.00	\$780.00	RSM23FAC L, E, O&P P
9 01-93-13-09-0863	Floor maintenance, composition, resilient or wood flooring, refinish old wood floors, heavy sanding, 1 coat sealer, 2 coats polyurethane Sand stage floor to bare wood prior to recoating. 3918 = 3,918.00	S.F.	3,918.0000	\$3.75	\$14,692.50	RSM23FAC M, L, E, O&P P
01 - General Requirements Total					\$34,709.29	
02 - Existing Conditions						
10 02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly Week rental, includes one dump per week, cost to be added to demolition cost Dumpster for construction debris during demo phase.		8.0000	\$850.00	\$6,800.00	RSM23FAC M, O&P P
11 02-41-19-25-1200	Selective demolition, saw cutting, masonry walls, brick, per inch of depth, hydraulic saw Sawcut into 10" hick block to change a 3'x7' opening into a 6'x7' opening. (3+7)*10 = 100.00	L.F.	100.0000	\$9.05	\$905.00	RSM23FAC M, L, E, O&P P
12 02-82-13-39-0100	Asbestos remediation, plans and methods, building survey, commercial Asbeestos testing prior to any demolition to be started.	Ea.	1.0000	\$2,400.00	\$2,400.00	RSM23FAC O&P P

Estimator: Will Powell

02 - Existing Conditions

Item	Description	UM	Quantity	Unit Cost	Total	Book
02 - Existing Conditions Total						\$10,105.00
03 - Concrete						
13 03-15-05-85-0140	Stair tread nosing insert, extruded aluminum, black abrasive strips, 3" wide x 3' long, continuous anchor Install new stair nosing.	Ea.	20.0000	\$50.50	\$1,010.00	RSM23FAC M, L, O&P P
14 03-35-43-10-0210	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 40-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes Mechanically grind concrete slab with 40g to remove existing epoxy paint under seats in PAC. 4635/1000 = 4.64	M.S.F.	4.6350	\$1,950.00	\$9,038.25	RSM23FAC M, L, E, O&P P
15 03-35-43-10-0220	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 80-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes Continue to hone slab with a 80g & 100g metal bond diamond grind pass. 4635/1000 = 4.64	M.S.F.	4.6350	\$1,575.00	\$7,300.13	RSM23FAC M, L, E, O&P P
16 03-35-43-10-0220	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 80-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes Mechanically grind existing terrazzo in lobby with 80g metal bond diamonds. 2250/1000 = 2.25	M.S.F.	2.2500	\$1,575.00	\$3,543.75	RSM23FAC M, L, E, O&P P
17 03-35-43-10-0230	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 120-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes Continue to hone slab with a 80g & 100g metal bond diamond grind pass. 4635/1000 = 4.64	M.S.F.	4.6350	\$1,325.00	\$6,141.38	RSM23FAC M, L, E, O&P P
18 03-35-43-10-0510	Polished concrete floors, processing of interior floors, honing and edging with diamond/resin matrix, 100-grit, includes wet honing, wet vac pick-up, auto scrubbing between grit changes Continue to hone terrazzo with 110g & 200g resin bond diamonds. 2250/1000 = 2.25	M.S.F.	2.2500	\$1,125.00	\$2,531.25	RSM23FAC M, L, E, O&P P
19 03-35-43-10-0520	Polished concrete floors, processing of interior floors, honing and edging with diamond/resin matrix, 200-grit, includes wet honing, wet vac pick-up, auto scrubbing between grit changes Continue to hone terrazzo with 110g & 200g resin bond diamonds. 2250/1000 = 2.25	M.S.F.	2.2500	\$1,125.00	\$2,531.25	RSM23FAC M, L, E, O&P P
20 03-54-16-50-2620	Cement topping, portland cement based, self-leveling, pumped, 6100 psi, 1/2" thick Furnish & install Hi Tech Spall TX3 grout coat to remediate spalled & pitted area at seats in PAC.	S.F.	4,635.0000	\$5.70	\$26,419.50	RSM23FAC M, L, E, O&P P
21 03-54-16-50-2620	Cement topping, portland cement based, self-leveling, pumped, 6100 psi, 1/2" thick Furnish & install Hi Tech Spall TX3 grout coat to remediate spalled & pitted area at lobby of PAC.	S.F.	2,250.0000	\$5.70	\$12,825.00	RSM23FAC M, L, E, O&P P
03 - Concrete Total						\$71,340.51

Final Estimate

Estimator: Will Powell

Item	Description	UM	Quantity	Unit Cost	Total	Book
04 - Masonry						
22 04-05-05-10-9000	Selective demolition, masonry, minimum labor/equipment charge Minimum charge to remove block wall to extend existing 3'x7' doorway to a 6'x7' doorway.	Job	1.0000	\$300.00	\$300.00	RSM23FAC L, O&P P
23 04-05-16-30-0850	Grout, door frames, 6' x 7' opening, 3.5 C.F. per opening Grout new expanded 6'x7' doorframe.	Opng.	1.0000	\$86.00	\$86.00	RSM23FAC M, L, E, O&P P
04 - Masonry Total					\$386.00	
05 - Metals						
24 05-12-23-40-0400	Angle framing, structural steel, 4" and larger, field fabricated, incl cutting & welding Fabricate & install (2) SS column covers 17 1/2x 21 1/2" x 4' tall. 650 = 650.00	Lb.	650.0000	\$7.15	\$4,647.50	RSM23FAC Gm, M, L, E, O&P P
25 05-12-23-45-2800	Lintel angle, structural, unpainted, 4"x3-1/2"x5/16" T, 7'-0" long, shop fabricated Install new lintel at expansion of 3'x7' door to a 6'x7' door.	Ea.	3.0000	\$140.00	\$420.00	RSM23FAC Gm, M, L, O&P P
26 05-51-19-50-0100	Stair, shop fabricated, steel, 4'-0" W, incl pipe railing, stringers, grating treads w/ safety nosing, per riser Install new diamond plated metal stairing behind stage. (60*12)/6 = 120.00	Riser	120.0000	\$550.00	\$66,000.00	RSM23FAC Gm, M, L, E, O&P P
05 - Metals Total					\$71,067.50	
08 - Openings						
27 08-12-13-13-4440	Frames, steel, knock down, hollow metal, double, 14 ga., 8-3/4" deep, 7'-0" h x 8'-0" w Install new door frames at new double door opening.	Ea.	1.0000	\$810.00	\$810.00	RSM23FAC M, L, O&P P
28 08-13-13-13-0640	Doors, commercial, steel, flush, full panel, hollow core, hollow metal, 20 ga., 3'-0" x 7'-0" x 1-3/4" thick Install new 6'x7' double door.	Ea.	2.0000	\$795.00	\$1,590.00	RSM23FAC M, L, O&P P
29 08-14-16-09-0210	Door, wood, architectural, flush, interior, hollow core, 7 ply, birch face, 3'-0" x 7'-0" x 1-3/4" thick Install new SC wood doo.	Ea.	1.0000	\$345.00	\$345.00	RSM23FAC M, L, O&P P
30 08-71-20-30-0020	Door hardware, door closer, rack and pinion, adjustable backcheck, 3 way mount, all sizes, regular arm Install new door hardware.	Ea.	3.0000	\$320.00	\$960.00	RSM23FAC M, L, O&P P
31 08-71-20-36-1065	Door hardware, panic device, rim locks, single door, touch bar, wide style, standard duty, surface vertical rod, US26D Install new door hardware.	Ea.	2.0000	\$1,950.00	\$3,900.00	RSM23FAC M, L, O&P P
32 08-71-20-40-0400	Door hardware, lockset, standard duty, cylindrical, with sectional trim, keyed, single cylinder function Install new door hardware.	Ea.	1.0000	\$278.00	\$278.00	RSM23FAC M, L, O&P P
33 08-71-20-50-1630	Door hardware, doorstops, holder and bumper, for floor, bronze	Ea.	3.0000	\$58.50	\$175.50	RSM23FAC M, L, O&P P

Estimator: Will Powell

08 - Openings

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Install new door hardware.					
34 08-71-20-65-0011	Thresholds, aluminum, 3' long door saddles Install new door hardware. 3+6 = 9.00	L.F.	9.0000	\$31.50	\$283.50	RSM23FAC M, L, O&P P
35 08-71-20-90-0012	Door hardware, hinges, full mortise, average frequency, steel base, USP, 4-1/2" x Pair Install new door hardware. (3*3)/2 = 4.50		4.5000	\$52.50	\$236.25	RSM23FAC M, O&P P
36 08-71-25-10-2300	Weatherstripping, doors, metal frame, spring type, bronze, for 3' x 7' door Install new door hardware.	Opng.	1.0000	\$310.00	\$310.00	RSM23FAC M, L, O&P P
37 08-71-25-10-2400	Weatherstripping, doors, metal frame, spring type, bronze, for 6' x 7' door Install new door hardware.	Opng.	1.0000	\$355.00	\$355.00	RSM23FAC M, L, O&P P
38 08-88-56-10-0200	Laminated glass, clear float, .06" vinyl, 1/2" thick No LI for Gloss Print film laminated columns. Using security film in lieu of. (6.67*7.5)*2 = 100.05	S.F.	100.0500	\$54.00	\$5,402.70	RSM23FAC M, L, O&P P
08 - Openings Total					\$14,645.95	

09 - Finishes

39 09-05-05-20-0560	Carpet tile, permanent adhesive, removal Demo existing carpet tile at aisles, stairs, & orchestra pit.	S.F.	187.0000	\$0.65	\$121.55	RSM23FAC L, O&P P
40 09-61-19-40-0320	Concrete stain, floors, interior, acid stain, two coats Concrete seal under seats in PAC.	S.F.	4,635.0000	\$1.39	\$6,442.65	RSM23FAC M, L, O&P P
41 09-65-13-13-1100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick Install new rubber wall base.	L.F.	720.0000	\$3.26	\$2,347.20	RSM23FAC M, L, O&P P
42 09-65-13-37-0100	Vinyl transition strip, various material to various materials, 1/4" to 1/8" Install new transition strips at ares of differing flooring.	L.F.	120.0000	\$9.25	\$1,110.00	RSM23FAC M, L, O&P P
43 09-66-23-16-2650	Epoxy resin terrazzo, floor, epoxy terrazzo, marble chips, 3/8" thick Finish terrazo with 2 coats of westcoat EC-102 Finish 2250*2 = 4,500.00	S.F.	4,500.0000	\$14.85	\$66,825.00	RSM23FAC M, L, E, O&P P
44 09-68-13-10-1100	Carpet tile, tufted nylon, 24 oz., 18" x 18" or 24" x 24" Install new carpet tile at aisles, stairs, & orchestra pit. 1683/9 = 187.00	S.Y.	187.0000	\$44.50	\$8,321.50	RSM23FAC M, L, O&P P
45 09-91-13-70-0140	Paints & coatings, exterior door frames & trim only, brushwork, primer + 2 coats, exterior latex Prime/Paint door frames only. (24-13)*17 = 187.00	L.F.	187.0000	\$2.81	\$525.47	RSM23FAC M, L, O&P P

Estimator: Will Powell

09 - Finishes

Item	Description	UM	Quantity	Unit Cost	Total	Book
46 09-91-23-33-1220	Paints & coatings, interior, alkyd (oil base), flush door w/frame, primer + 3 coats, brushwork, 3' x 7' Prime/2 coats of paint on doors. 13 = 13.00	Ea.	13.0000	\$153.00	\$1,989.00	RSM23FAC M, L, O&P
47 09-91-23-52-2450	Paints & coatings, miscellaneous interior, floors, concrete/wood, oil base, primer/sealer coat, roller Apply (2) coats of stage paint on stage floor. 3189*2 = 6,378.00	S.F.	6,378.0000	\$0.35	\$2,232.30	RSM23FAC M, L, O&P
48 09-91-23-52-2450	Paints & coatings, miscellaneous interior, floors, concrete/wood, oil base, primer/sealer coat, roller 2 seal coats after stain coats under seats in PAC. 4635 = 4,635.00	S.F.	4,635.0000	\$0.35	\$1,622.25	RSM23FAC M, L, O&P
49 09-91-23-72-0150	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, smooth finish, cut-in brushwork Prime/Paint walls & ceilings throughout PAC (35460+11507)*.15 = 7,045.05	L.F.	7,045.0500	\$0.57	\$4,015.68	RSM23FAC M, L, O&P
50 09-91-23-72-0240	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, smooth finish, roller Prime/Paint walls & ceilings throughout PAC 37460+11507 = 48,967.00	S.F.	48,967.0000	\$0.54	\$26,442.18	RSM23FAC M, L, O&P
51 09-91-23-72-0240-1800	Paints & coatings, walls & ceilings, interior, for ceiling installation, add (Modified using 09-91-23-72-1800) Prime/Paint walls & ceilings throughout PAC 11507 = 11,507.00	S.F.	11,507.0000	\$0.07	\$805.49	RSM23FAC L, O&P
52 09-91-23-72-0240-8200	Paints & coatings, walls & ceilings, interior, for work 8'-15' high, add (Modified using 09-91-23-72-8200) Prime/Paint walls & ceilings throughout PAC 37460+11507 = 48,967.00	S.F.	48,967.0000	\$0.03	\$1,469.01	RSM23FAC L, O&P
53 09-91-23-72-0240-8400	Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) Prime/Paint walls & ceilings throughout PAC 37460+11507 = 48,967.00	S.F.	48,967.0000	\$0.03	\$1,469.01	RSM23FAC L, O&P
54 09-91-23-72-0590	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, cut-in by brushwork Prime/Paint walls & ceilings throughout PAC (35460+11507)*.15 = 7,045.05	L.F.	7,045.0500	\$1.02	\$7,185.95	RSM23FAC M, L, O&P
55 09-91-23-72-0590-1800	Paints & coatings, walls & ceilings, interior, for ceiling installation, add (Modified using 09-91-23-72-1800) Prime/Paint walls & ceilings throughout PAC 1779.83 = 1,779.83	S.F.	1,779.8300	\$0.15	\$266.97	RSM23FAC L, O&P
56 09-91-23-72-0590-8200	Paints & coatings, walls & ceilings, interior, for work 8'-15' high, add (Modified using 09-91-23-72-8200) Prime/Paint walls & ceilings throughout PAC (35460+11507)*.15 = 7,045.05	S.F.	7,045.0500	\$0.06	\$422.70	RSM23FAC L, O&P

Final Estimate

Estimator: Will Powell

09 - Finishes

Item	Description	UM	Quantity	Unit Cost	Total	Book
57 09-91-23-72-0590-8400	Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) Prime/Paint walls & ceilings throughout PAC (35460+11507)*.15 = 7,045.05	S.F.	7,045.0500	\$0.06	\$422.70	RSM23FAC L, O&P
58 09-91-23-72-0840	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, 2 coats, smooth finish, roller Prime/Paint walls & ceilings throughout PAC 37460+11507 = 48,967.00	S.F.	48,967.0000	\$1.19	\$58,270.73	RSM23FAC M, L, O&P
59 09-91-23-72-0840-1800	Paints & coatings, walls & ceilings, interior, for ceiling installation, add (Modified using 09-91-23-72-1800) Prime/Paint walls & ceilings throughout PAC 11507 = 11,507.00	S.F.	11,507.0000	\$0.13	\$1,495.91	RSM23FAC L, O&P
60 09-91-23-72-0840-8200	Paints & coatings, walls & ceilings, interior, for work 8'-15' high, add (Modified using 09-91-23-72-8200) Prime/Paint walls & ceilings throughout PAC 37460+11507 = 48,967.00	S.F.	48,967.0000	\$0.05	\$2,448.35	RSM23FAC L, O&P
61 09-91-23-72-0840-8400	Paints & coatings, walls & ceilings, interior, for light textured surfaces, add (Modified using 09-91-23-72-8400) Prime/Paint walls & ceilings throughout PAC 37460+11507 = 48,967.00	S.F.	48,967.0000	\$0.05	\$2,448.35	RSM23FAC L, O&P
09 - Finishes Total					\$198,699.95	

10 - Specialties

62 10-05-05-10-1910	Specialties demolition, toilet cubicles, remove Demo existing restroom cubicals.	Ea.	11.0000	\$150.00	\$1,650.00	RSM23FAC L, O&P
63 10-05-05-10-1930	Urinal screen, remove Remove existing urinal screens.	Ea.	1.0000	\$50.00	\$50.00	RSM23FAC L, O&P
64 10-21-13-13-1300	Partitions, toilet, cubicles, floor & ceiling anchored, stainless steel Install new bathroom partitions in auditorium restrooms.	Ea.	11.0000	\$2,500.00	\$27,500.00	RSM23FAC M, L, O&P
65 10-21-13-13-6100	Urinal screen, pilaster, flush, stainless steel Install new urinal screen.	Ea.	1.0000	\$350.00	\$350.00	RSM23FAC M, L, O&P
10 - Specialties Total					\$29,550.00	

11 - Equipment

66 11-61-33-10-8000	Stage equipment, rule of thumb: total stage equipment, minimum Rigging & safety equipment at stage.	SF Stg.	500.0000	\$145.00	\$72,500.00	RSM23FAC M, L, O&P
11 - Equipment Total					\$72,500.00	

Final Estimate

Estimator: Will Powell

Item	Description	UM	Quantity	Unit Cost	Total	Book
12 - Furnishings						
67	12-05-05-10-1100 Selective demolition, casework, wood base cabinets Demo existing wood cabinets. 6*2 = 12 00	L.F.	12.0000	\$50.00	\$600.00	RSM23FAC L, O&P P
68	12-05-05-10-1200 Selective demolition, countertop Demo existing countertops.	L.F.	75.0000	\$12.50	\$937.50	RSM23FAC L, O&P P
69	12-32-23-10-1060 Custom cabinets, kitchen base cabinets, hardwood, prefinished, 4 drawers, 24" deep, 35" high, 24" wide, excl. countertops Install lap drawers at box office area.	Ea.	6.0000	\$1,000.00	\$6,000.00	RSM23FAC M, L, O&P P
70	12-32-23-35-2220 Wood casework hardware, door/drawer pulls, handles, projecting, metal, average Drawer hardware for new cabinets. 6*4 = 24 00	Ea.	24.0000	\$28.50	\$684.00	RSM23FAC M, L, O&P P
71	12-32-23-35-3020 Wood casework hardware, drawer tracks/glides, average Drawer tracks at new cabinets. 6*4 = 24 00	Pair	24.0000	\$43.00	\$1,032.00	RSM23FAC M, L, O&P P
72	12-32-23-35-5020 Wood casework hardware, locks, average Drawer locks at new cabinets. 6*4 = 24 00	Ea.	24.0000	\$64.00	\$1,536.00	RSM23FAC M, L, O&P P
73	12-36-61-16-1300 Solid surface countertop, acrylic polymer, premium patterned colors, pricing for orders of 51-99 LF, 25" wide Install new solid surface countertops at restrooms, box office, and backstage area.	L.F.	75.0000	\$193.00	\$14,475.00	RSM23FAC M, L, O&P P
74	12-61-13-13-2200 Auditorium chair, veneer back, padded seat Install new Hussey Quattro Classic Series chairs.	Ea.	774.0000	\$435.00	\$336,690.00	RSM23FAC M, L, O&P P
12 - Furnishings Total					\$361,954.50	
13 - Special Construction						
75	13-48-13-50-0900 Sound absorbing panel, painted metal, 2'- 6" x 8', under 1,000 SF Install sound absorbing ceiling panels.	SF Surf	980.0000	\$24.00	\$23,520.00	RSM23FAC M, L, O&P P
13 - Special Construction Total					\$23,520.00	
26 - Electrical						
76	26-05-05-10-0200 Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers	L.F.	0.0000	\$2.10		RSM23FAC L, O&P P
77	26-05-05-10-2110 Fluorescent fixtures, interior, 4 lamp, 2' x 2', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips Demo existing box office lighting.	Ea.	2.0000	\$55.00	\$110.00	RSM23FAC L, O&P P
78	26-05-05-10-2120 Fluorescent fixtures, interior, 2 lamp, 2' x 4', electrical demolition, remove, recessed drop-in, to 10' high, including supports & whips	Ea.	3.0000	\$50.00	\$150.00	RSM23FAC L, O&P P

Estimator: Will Powell

26 - Electrical

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Demo existing box office lighting. 3 = 3.00					
79 26-05-05-10-2320	Fluorescent fixtures, interior, strip fixture, 1 lamp, 4' long, electrical demolition, remove, surface mount, to 10' high, including supports & whips Demo existing restroom lighting. 9+6 = 15.00	Ea.	15.0000	\$31.00	\$465.00	RSM23FAC L, O&P P
80 26-05-05-10-2586	Incandescent fixtures, interior, can type, recessed mount, electrical demolition, remove, surface, ceiling, or wall mount, to 10' high Demo existing lobby lighting.	Ea.	103.0000	\$26.50	\$2,729.50	RSM23FAC L, O&P P
81 26-05-05-20-6000	Floor box and carpet flange, electrical demolition, remove Demo existing floor boxes at stage.	Ea.	8.0000	\$92.00	\$736.00	RSM23FAC L, O&P P
82 26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray Install new conduit/wiring for new outlets, switches, and lighting fixtures. 2756/100 = 27.56	C.L.F.	27.5600	\$135.00	\$3,720.60	RSM23FAC M, L, O&P P
83 26-05-19-90-1250	Wire, copper, stranded, 600 volt, #10, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray Install new conduit/wiring for new outlets, switches, and lighting fixtures. (2756*3)/100 = 82.68	C.L.F.	82.6800	\$117.00	\$9,673.56	RSM23FAC M, L, O&P P
84 26-05-29-20-0800	Strap, steel, 2 holes, EMT, 3/4" diameter Conduit support straps every 10'OC. 2756/10 = 275.60	Ea.	275.6000	\$2.16	\$595.30	RSM23FAC M, L, O&P P
85 26-05-33-13-5020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF Install new conduit/wiring for new outlets, switches, and lighting fixtures. 2756 = 2,756.00	L.F.	2,756.0000	\$8.50	\$23,426.00	RSM23FAC M, L, O&P P
86 26-05-33-16-1410	Outlet boxes, cast, 1 gang, FS, 3/4" hub, 2" deep Install outlet boxes. 4+8 = 12.00	Ea.	12.0000	\$109.00	\$1,308.00	RSM23FAC M, L, O&P P
87 26-05-33-16-1510	Outlet boxes, cast, switch cover, 1 gang, FS Install switch covers.	Ea.	4.0000	\$23.50	\$94.00	RSM23FAC M, L, O&P P
88 26-05-33-16-1530	Outlet boxes, cast, duplex receptacle cover, 1 gang, FS Install receptacle covers.	Ea.	8.0000	\$23.00	\$184.00	RSM23FAC M, L, O&P P
89 26-27-26-20-1440	Toggle switch, quiet type, 1 pole, 2 throw center off, 20 amp Install new switches.	Ea.	4.0000	\$145.00	\$580.00	RSM23FAC M, L, O&P P
90 26-27-26-20-2470	Duplex receptacle, grounded, 120 volt, 20 amp Install new receptacles.	Ea.	8.0000	\$44.50	\$356.00	RSM23FAC M, L, O&P P
91 26-51-13-50-4500	Incandescent fixture, interior, high hat can, round alzak reflector, prewired, 300 W, Ea. incl lamps, mounting hardware and connections Install new house lighting.		45.0000	\$400.00	\$18,000.00	RSM23FAC M, L, O&P P

Final Estimate

Estimator: Will Powell

26 - Electrical

Item	Description	UM	Quantity	Unit Cost	Total	Book
92 26-51-13-50-8610	Accent lights, interior, 0.5 W low voltage incandescent, carpet, bronze extrusion, lights both side 6" OC, incl transformer & fastenings Install new aisle lighting.	L.F.	330.0000	\$36.00	\$11,880.00	RSM23FAC M, L, O&P P
93 26-51-13-55-0100	Interior LED fixtures, downlight, recess mounted, 25 watt, 7.5" diameter, incl lamps, mounting hardware and connections Install new recessed lobby lighting.	Ea.	103.0000	\$500.00	\$51,500.00	RSM23FAC Gm, M, L, O&P P
94 26-51-13-55-0910	Interior LED fixts, troffer, recess mounted, 2' x 2', 4,000K Install new LED recessed fixtures in box office.	Ea.	1.0000	\$278.00	\$278.00	RSM23FAC M, L, O&P P
95 26-51-13-55-1000	Interior LED fixtures, troffer, recess mounted, 3,200 lumens, 2' x 4', replaces two T8 lamp, incl lamps, mounting hardware and connections Install new LED recessed fixtures in restrooms & box office. 9+6+3 = 18.00	Ea.	18.0000	\$355.00	\$6,390.00	RSM23FAC Gm, M, L, O&P P
96 26-55-61-10-2100	Stage equipment, lights, border, quartz, reflector, vented, colored or white Install 80' of LED, in channel, tape lighting. 80 = 80.00	L.F.	80.0000	\$645.00	\$51,600.00	RSM23FAC M, L, O&P P
26 - Electrical Total					\$183,775.96	

Alternate

97 12-61-13-13-2200	Demo - Auditorium chair, veneer back, padded seat Demo existing heater seating. (Repriced 4/27/2023) Labor Adjustment: 150% of \$72.00 = \$108.00 Using O&P Pricing Bare Costs: (M:\$330.00 L:\$42.50 E: O:22.00 LH:0.727) O&P Labor Calc = O&P Total - (Bare Material + 10.000%) - (Bare Equipment + 10.000%) \$435.00 - \$363.00 - \$0.00 = \$72.00 Labor w/CCI = \$72.00 * 100.000% = \$72.00	Ea.	774.0000	\$108.00	\$83,592.00	CUSTOM L, O&P P
Alternate Total					\$83,592.00	

Estimate Grand Total

1,044,336.08



PH: (844) 722-6374

www.pcamerica.org

PCA is issuing this RFP on behalf of PCA Awarding Agency and PCA Members

**Request for Proposal - RFP # OD-387-23
for
Job Order Contracting (JOC) & Trades Services**

Submittal Deadline and Electronic Bid Opening:

Tuesday, May 9, 2023 at 11 a.m. CT

All proposals required to be submitted by the date and time above. Bonfire electronic bidding software will lock down on this date/time and any additional vendor uploads/activity will be refused.

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

PROPOSAL CALENDAR

(Subject to change; if there is a change, an addendum will be issued)

1st Newspaper Notice – Thursday, April 6, 2023

Pre-Proposal Meeting (Optional) – Tuesday, April 11, 2023, 10-11 a.m. CT

- For more info go to www.pcamerica.org or email pcamerica@pcamerica.org

Deadline to Submit Questions RE RFP – Tuesday, May 2, 2023, 11 a.m. CT

Submittal Deadline (Bonfire closes) – Tuesday, May 9, 2023, 11 a.m. CT

PURCHASING COOPERATIVE OF AMERICA
RFP OD-387-23 Job Order Contracting (JOC) & Trades Services

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SECTION 1-SOLICITATION OVERVIEW

City of O'Donnell ("Awarding Agency"), located at 615 8th Street, O'Donnell, Texas 79351, an agency of the State of Texas, is awarding this contract for use by all current and future Purchasing Cooperative of America ("PCA") Members. PCA is soliciting vendors to provide job order contracting (JOC) and trades services. Respondents are expected to be experienced and qualified in supplying these products and/or providing these services to PCA Members using the resulting contract, if any, that can be used either on a national, statewide, regional or local basis.

A response to this Request for Proposal ("RFP") is an Offer to Contract with Awarding Agency based upon the terms, conditions, scope of work, and specifications contained in this solicitation. Solicitation and Vendor response do not become a contract unless and until a contract is awarded by the Awarding Agency's approving Board, Council or other Authority.

INTENT

It is the intent of Awarding Agency/PCA to establish an annual contract on behalf of Awarding Agency and PCA Members, current and future, with one or more vendors per solicitation. This contract meets the statutes and purchasing criteria for Texas and certain other states with similar laws. Supplemental agreements between PCA Member and Awarded Contractor may be entered into in order to accommodate additional federal, state or local laws and requirements.

INTRODUCTION

Awarding Agency/PCA is seeking to contract on a local, regional, statewide and/or national basis with one or more companies with the requisite experience and qualifications. Responses may be made for any or all products and services Vendor routinely offers to public sector entities.

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

Awards will be made to the successful proposer(s) for the total line of services submitted. Awards will be based on the criteria set forth within this document. PCA encourages all vendors (national, regional, state, local, USMCA) to respond and provide products/service to public and non-profit/non-taxed entities that utilize cooperative purchasing in the areas that Vendor proposes to work in.

Benefits of a PCA Contract Award

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

Maximum Annual Aggregate of the Contract

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

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No Guarantee of Usage/Quantities

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

Addendums to Solicitation

Changes to this solicitation will be made by addendum. Addendum information will prevail over original solicitation or previous addendum(s). Addendum must be signed by Vendor's authorized representative and be included in Vendor's response. It is Vendor's responsibility to check the website for addendums prior to finalizing their submission.

Purchasing Cooperative of America, acting on behalf of the PCA Awarding Agency, is the sole authority for the issuance of any addendum related to this solicitation.

EVALUATION AND AWARD OF CONTRACT

In accordance with applicable laws, rules, and regulations for public procurement, recommendation for award(s) will be made to the responsible vendor whose proposal is determined, per review by the evaluation committee, to be the best value and most advantageous to PCA Members.

The following may result in a recommendation for non-award or rejection of the entire response:

- ✓ Failure to sign the Contract Offer and Acceptance Form shall disqualify Vendor's submittal from being evaluated (Texas law). Vendors are responsible for making sure, when using Electronic Signatures, that the signatures are actually transferring to the documents being uploaded into Bonfire.
- ✓ Failure to submit any documents/information requested
- ✓ Less than two years' company history and/or personnel experience in the business activity described in this solicitation. **May submit personnel resumes to qualify.**

Evaluation Factors and Point Values

<u>Qualifications/Evaluation Considerations</u>	<u>Maximum Value</u>
<i>Products/Services:</i>	20 points
Do products/services meet the requirements/intent of the solicitation? Description of products/services offered. Variety and availability of products and services offered. Ancillary costs related to Member's use/purchase of products and services.	
<i>Qualification and Experience:</i>	20 points
Company profile. Years in business relevant to solicitation, including officers' experience. Personnel qualifications and experience. Experience in public sector. Understanding of cooperative purchasing.	
<i>Performance Capability:</i>	20 points
Ability to deliver products/services locally, statewide, regionally or nationally. Freight and delivery policy. Customer service. Marketing plan. Bonding. Contract implementation. Location and number of personnel. Vendor website.	
<i>References:</i>	15 points
Minimum 3 references. Vendor performance per reference checks.	

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Pricing: 25 points
Discount offered. Delivery policy/costs. Construction-type coefficient. Pricing in required format or directions to online catalog.

SUBTOTAL – QUALIFICATIONS POINTS: 100 points

Additional Qualifying Points

'Value Add' Products/Services: 7 points
Products/services offered. Description. Pricing.

Certifications: 3 points
Supporting documentation provided for ISO and HUB-related certifications.
HUB subcontractors.

GRAND TOTAL – POSSIBLE POINTS: 110 points

Disadvantaged Business Enterprises

Awarding Agency/PCA encourages the use of Historically Under-utilized (HUB) companies, including, but not limited to, Minority and Women's Business Enterprise (MWBE), Veteran Owned Small Business (VOSB), and Small Business Enterprise (SBE) businesses. Some PCA Members have specific goals for HUB requirements and will require that a plan be presented by Vendor to help them meet their goals.

Clarification and/or Negotiation

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

Preferences

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

Texas provisions above are provided as a reference for Vendors and Members, as the Awarding Authority is a Texas Agency.

Vendor responses to solicitations are reviewed and points are assigned by evaluators according to the evaluation criteria stated in the solicitation. PCA functions as a National Purchasing Cooperative in compliance with applicable Texas and other states' laws and regulations concerning cooperative contracting. Vendors responding to solicitations provide services in various locations across the United States and its Territories and offer a variety of products and services in response to any given Solicitation. It is often not practical to compare product or services pricing. Further, where multiple contracts and individual contracts of an Indefinite Delivery Indefinite Quantity (IDIQ) nature are being awarded and where federal Funds may be used under a Contract, consideration of preferences is not required. Accordingly, the Texas provision concerning the evaluation of 'state preference' and the preference consideration requirements of any other state will not generally be considered as part of the

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evaluation process. If an evaluation of the preferences is appropriate for any given solicitation, this will be recorded as part of the evaluation process.

Multiple Awards

Awarding Agency/PCA reserves the right to award multiple contracts. Contract awards will be made to the successful respondent(s) for the total line of services submitted based on the criteria set forth within this document. Because PCA is a national cooperative, it may be in PCA Members best interests to offer multiple contract awards. Awarding Agency/PCA reserves the right to award multiple contracts for the following reasons:

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

GLOSSARY

In this solicitation and resulting Contract, if any, the following terms shall have meanings as follows:

Purchasing Cooperative of America (“PCA”) – a national cooperative purchasing program managing and administering innovative contracts administered by an Awarding Agency of the State of Texas.

Addendum/Addenda – changes/corrections to the solicitation after it has been published.

Administrative Fee (“Admin Fee”, “Fee”) – the fee paid by Vendors with awarded contracts to fund the cost of the PCA program. The Fee is included in the Vendor’s price as overhead and not issued as a separate line item in any quote or invoice issued to Members.

Awarding Agency – an agency of the State of Texas; PCA Awarding Agencies are members of PCA and as such, are eligible to use PCA contracts.

Best Value – the method by which a contract is awarded, in accordance with applicable laws, rules, and regulations, and includes experience, references, quality of Vendor’s products/services, and price.

Contract – the entire written agreement between Parties.

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

Contract, Supplemental – a separate, additional contract entered into between a Member and Vendor to further define the level of service and/or product requirements over and above the minimum defined in the solicitation/Contract; example SAAS, etc.

Contract, Term – Period of time, whether an initial term or a renewal term.

Contractor (also Vendor, Company) – a seller/provider of goods/services; the entity/person responding to this solicitation; a PCA Awarded Contractor is the person/entity to whom a contract has been awarded.

EDGAR – U.S. Department of Education’s Education Department General Administrative Regulations. PCA complies with EDGAR regulations in accordance with our role as a purchasing cooperative. PCA recommends that PCA Members conduct their own price/cost analysis as it is impracticable or impossible for PCA to perform them as required by law before the exact purchase amount has been determined.

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HUB (“historically underutilized businesses”) – local, state or federal designation to businesses deemed to be underutilized in the past, including but not limited to VOSB (Veteran Owned Small Business), MWBE (Minority- and Women-Owned Business Enterprise), and SBE (Small Business Enterprise), etc.

IDIQ “Indefinite Delivery Indefinite Quantity” contracts – contracts that provide for an indefinite quantity of goods/services for a fixed term.

Member(s) PCA (“PCA Member(s)”, “Member(s)”) – Eligible entities are public sector entities including educational entities, governmental agencies and non-taxed non-profit organizations throughout the United States and U.S. Territories, Canada and Mexico, pursuant to the *TEX. GOV’T. CODE § 791*, and *TEX. LOCAL GOV’T. CODE, Chapter 271*, Subchapter F, and similar statutes in other states.

Pass-Through Costs – Costs that Vendor will subtract from the gross contract/purchase order amount before calculating the PCA Administrative Fee; items including specialty insurance, taxes, cost of bonds, and delivery costs.

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

Purchase Order (PO) – Member’s written order for Vendor to proceed with providing goods and/or services. Special terms and conditions agreed to by Vendor and Member may be added as to the PO, including such items as requirements concerning certificates of insurance and small-or-disadvantaged business goals.

Scope of Work – overview of the work to be agreed upon between Vendor and Member.

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

Specifications – a description of purchase or project requirements.

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

Vendor – also Company, Contractor; a seller/provider of goods/services; the entity/person responding to this solicitation. A PCA Awarded Contractor is the person/entity to whom a contract has been awarded a PCA Contract.

SECTION 2-ABOUT PCA

PCA Membership and Interlocal Contracting Authority

PCA Membership is open to public sector entities including educational institutions such as public and private schools, independent school districts and charter schools, education service centers, and higher education colleges and universities; and local, state and federal governmental agencies such as municipalities, counties, political subdivisions, federal agencies, other governmental agencies, and non-taxed non-profit organizations throughout the United States and U.S. Territories that follow local governing authority allowing them to utilize contracts procured by PCA and administered by Awarding Agency, pursuant numerous states' joint powers statutes such as, but not limited to:

- *TEX. GOV'T. CODE, Title 7, Intergovernmental Relations, Chapter 791, Subchapter C;*
- *State of Arizona Statutes, Title II, Chapter 7, Intergovernmental Operations, Article 3, Joint Exercise of Powers;*
- *State of New Mexico Statutes, Chapter 11, Intergovernmental Agreements and Authorities, Article 1, Joint Powers Authority;*
- *State of Louisiana Title 39, Subtitle 111, Chapter 17, Part VII and Title 38 Public Contracts;*
- *State of Arkansas, Title 19, Chapter 11, Sub-chapter 2 – Arkansas Procurement Law;*
- *State of Oklahoma, Title 74 State Government, Chapter 31 Interlocal Cooperative Act; and*
- *Other states' joint powers codes may be found listed on the PCA website:*
www.pcamerica.org.

A government agency that purchases products and services under the Interlocal Cooperation Act satisfies the requirement of the local government to seek competitive quotes for the purchase of products and services. By using PCA, eligible entities can provide the legally required competition for contracts of commonly purchased products and services, thereby saving the individual entity the time and cost of performing the procurement process. This PCA Contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract.

Vendors are encouraged to sign up their current customers with PCA to continue a positive working relationship. Members benefit by having a multi-year contract and by saving the time and expense of developing solicitations and evaluating responses from numerous vendors.

In states other than Texas, eligible public sector entities using the PCA contract automatically become PCA Members.

Responsibility to Know and Follow Federal, State and Local Laws

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

All Local Governments, Municipalities, Counties, K-12 Schools, higher education, state and federal agencies may use this contract when awarded. Each Member is subject to its own and jurisdictional requirements. The use of this contract by a PCA Member, along with their signed purchase order or other

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extension of the contract, constitutes acceptance of the contract and completes the interlocal agreement (if required by the entity) between the Awarding Agency and PCA Member.

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

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

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

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

USMCA and PCA Contracts

Known in the United States as the United States–Mexico–Canada Agreement (USMCA); in Canada, it is officially known as the Canada–United States–Mexico Agreement (CUSMA) in English and the *Accord Canada–États-Unis–Mexique* (ACEUM) in French; and in Mexico, it is called the *Tratado entre México, Estados Unidos y Canadá* (T-MEC). Future trade agreements replacing, modifying, or superseding USMCA may also be used when ratified, as allowed by the signatories.

USMCA allows the United States, Mexico and Canada to contract to buy and sell goods and services. The uniqueness of any contract or how it may be procured is not specified under the provisions of the treaty. It is therefore left to the laws of each of the signatories. Contracts can be accessed through PCA if the U.S., Mexican or Canadian entity involved has the statutory authority and requests its use.

Several Canadian provinces have written into their Joint Powers Statutes the ability for their agencies to exercise mutual joint powers and cooperative agreements. Similarly, the Government of Mexico, its departments and agencies, may be able to sign an intergovernmental contract with PCA for the use of PCA contracts. An intergovernmental contract is not required by PCA or State of Texas.

U.S., Canadian and Mexican entities will know their own contracting requirements and laws governing the use of PCA contracts and the purchasing and the expenditure of funds by their individual agencies.

Financing of PCA

There is no fee to eligible public sector entities join PCA as a member and use PCA contracts. The cost of the PCA program is funded through an Administrative Fee paid by Awarded Contractors (vendors) based on a percentage of Vendor gross sales, less expenses as described in the contract (Pass-Through Costs), or similar calculation, that varies per contract.

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‘Value Add’ Products/Services

PCA solicitations stress the importance of including ‘Value Add’ items to Vendor’s response to emphasize the concept of “best value” other than “low price”. ‘Value Add’ products and services offered must include pricing to be considered for award. ‘Value Add’ components may include:

1. Expert advice/consultation.
2. Bundling and packaging of desirable packages, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.
3. Different levels of service based upon customer's size or amount of purchase.
4. Frequent buyer programs.
5. Transition or education teams to help Members utilize Vendor’s products/services.
6. Recognition and reward levels for Members based upon their utilization of Vendor’s product/service or buying at certain volume levels.
7. Training.
8. Dedicated personnel to handle customer accounts personally.
9. Free or reduced-price delivery and/or set up charges.
10. Related components or parts or services.
11. Products/services that are adjunct to the contract.
12. Installation services if applicable.

Purchasing Process Using PCA Contracts

- Contracts are awarded by PCA’s Awarding Agencies’ governing bodies following open competition, in compliance with, at a minimum, all applicable Texas procurement rules and regulations.
- PCA contracts are IDIQ contracts (indefinite delivery indefinite quantity); Therefore, Vendor and Member negotiate and agree to the specific scope and specifications of goods and services from Vendor.
- Public sector entities use PCA contracts and join for free.
- Member works directly with Vendor. Member sends their purchase order, with the PCA contract number and title referenced, directly to Vendor. Vendor delivers products/services to Member and then invoices the Member. Vendor should not provide goods or perform services without first receiving a properly executed purchase order or other purchase document
- Within the parameters of the approved contract Pricing, Member will pay Vendor timely, in accordance with agreed upon term/local policy/state statute.

Copies of purchase orders/other approved work orders or purchase documents are part of due diligence and allow the Member entity to pass audits. It is in the interest of Parties to have all purchasing documents properly issued; including having the contract number noted on the documents, with proper signatures/approvals and dates.

PCA is not responsible for lost sales or revenue because a PCA Member failed to properly allocate funds for a purchase under state and/or federal Laws.

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SECTION 3-CONTRACT TERMS AND CONDITIONS

This Contract is entered into between PCA Awarding Agency and Awarded Contractor, having submitted a response to **RFP OD-387-23 Job Order Contracting (JOC) and Trades Services** issued by Purchasing Cooperative of America ("PCA", "Cooperative") and whose offer has been accepted and a contract has been entered into by PCA Awarding Agency on behalf of current and future PCA Members. *TEX. LOCAL GOV'T. CODE, Section 271; and TEX. GOV'T. CODE, TITLE 7. INTERGOVERNMENTAL RELATIONS, Chapter 791.*

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PCA Awarding Agency and Awarded Contractor, intend to be legally bound and subject to the terms, conditions, and provisions of this Contract, and agree as follows:

1. **Entire Agreement.** The term "Contract" as used in this document represents the entire agreement between the Parties, and includes the comprehensive collection of the Solicitation; Contract Terms and Conditions; completed and signed forms; Awarded Contractor's solicitation response; addendums to the solicitation, if any; attachments and exhibits, if any; negotiated items in writing that become amendments to the contract; additional agreements (also called "Supplemental Contract" or Master Agreement) in writing between PCA Member and Awarded Contractor; and additional terms, conditions, or instructions contained in each individual purchase order issued by PCA Member.

This Contract supersedes all other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the Parties to this Contract.

In the event of a conflict between this Contract and the solicitation or Awarded Contractor's response to the solicitation, this Contract shall control.

A Supplemental Contract between Awarded Contractor and PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. Each Supplemental Contract with each PCA Member will address the performance requirements for the Supplemental Contract including, without limitation, the provision of materials, equipment and labor, whether directly or through sub-contractors. In the event of a conflict between this Contract and the Supplemental Contract, the Supplemental Contract shall prevail unless the Supplement Contract states otherwise. The Supplemental Contract may be added to the PCA Member's purchase order.

In the event of a conflict between this Contract and the Supplemental Contract as it relates to matters solely with either PCA or the PCA Awarding Agency, this Contract shall prevail.

2. **Exceptions to Contract Terms and Conditions and Confidential Information.** Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in writing by Vendor at the time of submission of the solicitation response. In the absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted, Awarded Contractor will be held

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accountable to PCA and PCA Members to perform in strict accordance with all Contract Terms and Conditions and all item specifications as written.

Where exceptions are contrary to any state or federal law, the law shall prevail

Vendor should NOT include any information in Vendor's response that they consider proprietary or confidential. PCA Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. *Texas Government Code, Chapter 552*, gives the public the right to access government records. All government information is presumed to be available to the public.

PCA Awarding Agency and PCA cannot be held responsible for releasing any information in Vendor's response that Vendor may consider proprietary or confidential. PCA Awarding Agency and PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

3. **Paragraph Titles.** Paragraph titles in the Contract Terms and Conditions are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any paragraph of this document. Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.
4. **Use of Contract by PCA Members; Addition of New Members.** Awarded Contractor agrees and understands that this solicitation and Contract may be used to accomplish work for both current and future PCA Members. *TEX. GOV'T. CODE § 2269.407*. It is a benefit to the Awarded Contractor to bring their customers wishing to utilize their products and services into the PCA Cooperative.
5. **Non-Exclusivity.** Nothing in this Contract may be construed to imply that Awarded Contractor has the exclusive right to provide products and/or services to PCA Members. During the Term of this Contract, PCA Members reserve the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Awarded Contractor.
6. **No Agency or Endorsements.** It is the intention of Parties that Awarded Contractor is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between the PCA Awarding Agency and Awarded Contractor; any PCA Member and Awarded Contractor; or PCA and any of Awarded Contractor's agents, or any PCA Member and any of Awarded Contractor's agents.

Awarded Contractor has no power or authority to assume or create any obligation or responsibility on behalf of PCA Awarding Agency or PCA or any PCA Member; and PCA Awarding Agency and PCA and PCA Members have no power or authority to assume or create any obligation or responsibility on behalf of Awarded Contractor.

This Contract shall not be construed or deemed an endorsement of a specific company or product.

Awarded Contractor agrees that PCA Awarding Agency and PCA, its administration, employees, agents, governing board, and contractors, and PCA Members, its administration, employees, agents and governing board, have no responsibility for the conduct of any of Awarded Contractor's employees, agents, representatives, contractors, or subcontractors.

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7. **Amendments To This Contract.** No amendment of this Contract between PCA Awarding Agency and Awarded Contractor shall be permitted or shall have any effect unless and until a written amendment to this Contract is approved and executed by PCA.

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

8. **Term of Contract; Renewal of Contract.** Term of the Contract is for a period of five (5) years. For commodity and most service contracts, the initial Term of this Contract is for a period of one (1) year, with PCA having the option to renew the Contract for four (4) additional one-year terms, at PCA's sole discretion. For construction-type contracts, i.e., job order contract (JOC) or trades, the initial Term of this Contract is for a period of two (2) years, with PCA having the option to renew the Contract for three (3) additional one-year terms, at PCA's sole discretion. *TEX. GOV'T. CODE § 2269.409*

All of the annual renewals take place automatically unless Awarded Contractor is notified otherwise 30 days prior to the date of renewal. The phrase "Term" in this Contract shall mean the then-current Term of the Contract, whether an initial term or a renewal term.

PCA Awarding Agency and PCA reserve the right to make a contract award for a longer initial term period if it is determined to be in the best interest of the Awarded Agency/PCA and/or PCA Membership. Upon mutual written agreement of both Parties, this contract may be extended beyond the contract expiration date if allowed by state and/or local jurisdiction.

9. **Awarded Contractor Assignment of Contract to Others.** Awarded Contractor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of PCA. Any attempted assignment of this Contract by Awarded Contractor shall be null and void. Any Purchase/Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Awarded Contractor without the prior written approval of PCA and, if applicable, the PCA Member.

10. **Compliance with Laws.** Awarded Contractor and their subcontractors shall be responsible for compliance, as is applicable, with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including:

- *Federal Agencies may incorporate by reference FAR and DFARs sections that are appropriate to their projects.*
- *TEX. EDUC. CODE § 44.031(a)(4) "...all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$150,000 or more in the aggregate for each 12-month period shall be made by the method...that provides the best value for the district [including] an interlocal contract..."*
- *TEX. EDUC. CODE § 51.9335(a)(4) "...each institution of higher education, as that term is defined by Tex. Educ. Code § 61.003, including each public junior college to the extent possible, "may acquire goods or services by the method that*

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provides the best value to the institution, including...a group purchasing program."

- *TEX. EDUC. CODE § 73.115(a)(4) "...University of Texas at El Paso "may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program."*
- *TEX. EDUC. CODE § 74.008(a)(4) "...University of Texas Medical Branch at Galveston "may acquire goods or services by the method that provides the best value to the medical branch, including...a group purchasing program." Other Texas Universities are also covered under Texas Codes with the same text.*
- *TEX. LOCAL GOV'T. CODE Chapter § 271.01, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments.*
- *TEX. LOCAL GOV'T. CODE Chapter § 262, Purchasing and Contracting Authority of Counties.*
- *24 C.F.R. 85.36(b)(5) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. "To foster greater economy and efficiency, grantees and sub-grantees [of federal funds/grants] are encouraged to enter into state and local intergovernmental agreements for procurement or use of common goods and services."*
- *All contracts made by the non-federal entity under a federal award must contain the appropriate provisions of 2 CFR, Part 200-Appendix ii.*
- *Workers Compensation laws*
- *Minimum/maximum salary and wage statutes and regulations; prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a/29 CFR Part 5)*
- *Copeland "Anti-Kickback" Act (18 U.S.C. § 874/29 CFR Part 5)*
- *Equal Employment Opportunity (in compliance Executive Order 11246, amended by E.O. 11375 and supplemented by DOL Reg. 41 CFR Part 60)*
- *Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330/29 CFR Part 5)*
- *McNamara-O'Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *Section 508 of the Clean Water Act (33 U.S.C. § 1368)*
- *Executive Order 11738, EPA regulations (40 CFR Part 15)*
- *Administrative Requirements for Grants and Cooperative Contracts to state-, local-and federally-recognized Indian tribal governments (24 CFR Part 85)*
- *Mandatory standards and policies contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)*
- *FEMA Requirements, If Applicable*
- *A non-federal entity receiving federal funds, such as a Public Assistance award to restore a damaged building, must comply with the conditions attached to the grant. A non-federal entity must comply with the procurement requirements imposed by Federal law, executive orders, and federal standards and regulations, as these exceed the authority over non-federal requirements, such as local or state procurement standards, to the extent they conflict with Federal requirements. A non-federal entity must not make any award or permit any award at any tier to parties listed on the governmentwide exclusions in the*

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System for Award Management (SAM), which can be found at www.sam.gov. In response to this requirement, PCA requests that Form F in Section 4 be signed and dated.

For Arizona Purchase Orders under this contract:

- *AZ 34-607 as revised, will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to Members*
- *Arizona "Cancellation or Conflict of Interest" A.R.S. 38-511*
- *Records Retention: School Code R7-2-1083 by A.R.S. 35-214 and 35-215*
- *A.R.S. 41-4401 and 23-214(A) "Federal Immigration and Nationality Act" (FINA)*
- *A.R.S. 15-512(H) provides for fingerprinting for contractors and subcontractors, and Awarded Contractors to be fingerprinted where frequent or regular services are performed on school grounds.*

Awarded Contractor is responsible to:

- *Maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by Awarded Contractor and invoiced to the PCA Member, at cost, as part of the Purchase Order, unless otherwise provided by the PCA Member.*
- *Comply with all state and local building code requirements unless other-wise specifically provided in the Member's Purchase Order or Job Order, and Awarded Contractor must pay all fees and charges for connections to outside services and for use of property outside the project site, as agreed to with the PCA Member.*
- *Be acquainted with and comply with the regulations and laws of each state and jurisdiction (where they operate) that govern payment retention and progress payments for public projects.*

11. **Additional DFARs Federal Security Requirements for PCA Members and Awarded Contractors.** Some federal agencies require certifications from contracted primary and sub-tier Awarded Contractors that conform to the Cybersecurity Maturity Model Certification (CMMC) and other requirements, as mandated by the U.S. Department of Defense under FAR Clause 52.204-21, NIST Special Publication 800-171 per the Defense Federal Acquisition Regulation Supplement (DFARs) 252.204-7012 (3, 4, and 5).

PCA contracts allow federal agencies the ability to have a supplemental contract that meets their additional requirements; and these additional requirements would take precedent with total project/contract control with that agency. Sub-tier companies working on those projects have to be certified. Universities working under the above contract certifications will be required to have the appropriate certification level(s); this includes the university's sub-tier contractors.

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

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

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

Neither PCA nor PCA Members will be responsible for any costs incurred by an Awarded Contractor because of the Force Majeure event unless the PCA Member has requested, in writing, that the Awarded Contractor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event.

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

13. **Governing Law and Exclusive Venue.** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract involving PCA Awarding Agency must be brought exclusively in the state and federal courts located in County of Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute not involving PCA Awarding Agency but involving a PCA Member and Awarded Contractor shall be governed by the laws of the state of the PCA Member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the Member.

In any contract dispute arising between PCA Members and Awarded Contractors every effort should be made by the parties to negotiate in good faith before legal action is taken. The parties may elect to use an impartial Ombudsman or Arbitrator to work with both parties to negotiate an amical settlement.

14. **Indemnification.** AWARDED CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS PCA AWARDING AGENCY, PCA, AND EACH PCA MEMBER, INCLUDING MEMBERS' DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF AWARDED CONTRACTOR, AWARDED CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT FOR WHICH THE PCA AWARDING AGENCY OR PCA HAS NOT CONTRIBUTED TO THE ACTS OR OMISSIONS, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM AWARDED CONTRACTOR IS REQUIRED TO DELIVER.

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AWARDED CONTRACTOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY PCA MEMBER.

PCA MEMBER SHALL INDEMNIFY AND HOLD HARMLESS AWARDED CONTRACTOR, INCLUDING AWARDED CONTRACTOR'S DIRECTORS, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF PCA MEMBER OR PCA MEMBER'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS CONTRACT FOR WHICH THE AWARDED CONTRACTOR HAS NOT CONTRIBUTED TO THE ACTS OR OMISSIONS, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM AWARDED CONTRACTOR IS REQUIRED TO DELIVER. PCA MEMBER'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY PCA MEMBER.

15. **Non-Appropriation "Funding Out" Clause.** Awarded Contractor acknowledges that many Texas governmental entities, including educational entities, are required to include a funding out clause in accordance with *TEX. LOCAL GOV'T. CODE § 271.903* concerning non-appropriation of funds for multi-year contracts. Other states may have similar statutes.

PCA Members shall provide written notice on non-availability of funds at least ninety (90) days in advance of the event. PCA Member is obligated to pay any remaining unpaid balance for fees owing for services already provided.

Parties acknowledge that this Contract, any Supplemental Contract, any Purchase/Delivery/Job Orders are commitments of the current revenue of PCA Member only.

16. **Notice.** Any notice provided under the terms of this Contract by one Party to the other Party shall be in writing and shall be sent by hand-delivery, by certified or registered mail, return receipt requested, or by email pcamerica@pcamerica.org and require a read receipt. Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.
17. **Notification of Material Change in Awarded Contractor Operations.** Awarded Contractor is required to use reasonable efforts to notify PCA of any material change in operations that is likely to adversely impact its performance of all its obligations under this Contract, including, but not limited to, major changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within **thirty (30) business days** of such change, or as soon as is practicable.
18. **Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures.** It is the policy of PCA Awarding Agency and PCA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Awarded Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. Awarded Contractor

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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. A final, non-appealable judgment by a court of competent jurisdiction under which Awarded Contractor was proven to discriminate in violation of this paragraph will constitute Awarded Contractor's material breach of this Contract, whereupon PCA Awarding Agency may terminate this Contract.

19. **Working on PCA Member's Property.** Awarded Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on PCA Member's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Member's property.
20. **Subcontractors, If Applicable.** Awarded Contractor shall be fully responsible to the PCA Member for all acts and omissions of the subcontractors used in the performance of any part of this Contract.

Nothing in this Contract shall create any obligation on the part of PCA or PCA Members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

Prime contractors agree that they are knowledgeable about 2 C.F.R. § 200.321, and when required will demonstrate the "six affirmative steps" when selecting subcontractors, when applicable.

21. **Insurance.** Vendor is required to provide a Certificate of Insurance with its solicitation response and to provide PCA Member with copies of certificates of insurance, naming the Member as additional insured for Texas Workers Compensation and General Liability Insurance, **within fourteen (14) business days** of receipt of purchase order from PCA Member. Certificates of Insurance including policy number, name and address of Awarded Contractor, limits of liability, and policy effective dates shall be delivered to Member prior to commencement of any work under this Contract. The insurance company insuring Awarded Contractor shall be licensed in the state in which Member is located and shall be acceptable to the Member. Awarded Contractor shall give Member a minimum of **ten (10) days'** notice prior to any modifications or cancellation of said policies of insurance. Awarded Contractor shall, at all times during the Term of this Contract, maintain insurance coverage with not less than the type and state statutory requirements. Awarded Contractor shall require all subcontractors performing any work under or relating to this Contract to maintain coverage with comparable limits of liability. Such insurance is to be provided at the sole cost of the Awarded Contractor. Specialty insurance, such as "marine insurance", if required for a Purchase Order, may be listed as a line item and the expense passed through to the Member.

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

Minimum Insurance Requirements

- Auto Liability Coverage: Single Limit, each accident/any auto \$1,000,000

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• Commercial General Liability:	
Bodily injury and property damage, each occurrence	\$1,000,000
Damage to Rented Premises, each occurrence	\$50,000
Personal and Advertising Injury	\$1,000,000
General Aggregate-other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
• Umbrella/Excess Liability, each occurrence	
	\$1,000,000
• Umbrella/Excess Liability, aggregate	
	\$1,000,000
• Workers Compensation:	
Employers' Liability	State's Statutory Limit
Bodily injury by accident, each accident	\$1,000,000
Bodily injury by disease, each employee	\$1,000,000
Bodily injury by disease, policy limit	\$1,000,000

22. **Performance and Payment Bonds, if Applicable.** If applicable, Awarded Contractor agrees to provide performance bonds and/or payment bonds to PCA Member, as required by law, based on the amount or estimated amount of any Purchase Order or Job Order. In Texas, *TEX. GOV'T. CODE § 2269.411; TEX. GOV'T. CODE § 2253.021; TEX. TRANSP. CODE, Subchapter D, Chapter 22; and TEX. TRANSP. CODE, Chapter 22* apply. Other states may have similar statutes.

Awarded Contractor shall submit a letter from a registered bonding (surety) company stating the maximum bonding capacity per project and in aggregate. If possible, also list the bond rate.

23. **Customer Support.** Awarded Contractor shall provide timely and accurate technical advice to PCA staff and PCA Members. Awarded Contractor shall provide reasonable training to PCA Members regarding products/services supplied under this contract by the Awarded Contractor, upon request, preferably at no additional charge.
24. **Damage to Member's Property.** In the event and to the extent of loss, damage, or destruction to property owned by PCA Member is caused by Awarded Contractor or its representative, agent, employee, or subcontractor, Awarded Contractor shall indemnify PCA Member and pay to PCA Member the full cost of repair or replacement of such property, whichever is greater. Payment shall be due within **thirty (30) days** of Awarded Contractor's receipt of written notice of PCA Member's determination of the amount due. If Awarded Contractor fails to make timely payment, PCA Member may obtain such money from Awarded Contractor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Awarded Contractor by PCA Member.
25. **Website Support.** Awarded Contractor agrees to cooperate with PCA in publicizing contract information on the PCA website. Awarded Contractor also agrees to work with PCA in updating and maintaining current information on Awarded Contractor activities related to the Contract on the PCA website. Awarded Contractor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other contact information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated. Awarded Contractor agrees to promote its PCA contract by prominently displaying the PCA logo on its

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website, per company policy, and provide a link to its website from the PCA website at www.pcamerica.org.

26. **Promotion of Contract Marketing Plan.** The marketing of Awarded Contractor's company, products and/or services shall be the sole responsibility of Awarded Contractor. PCA will supply Awarded Contractor with the PCA Members List. Members will know the requirements for PCA Membership in the jurisdictions in which they operate. PCA will work with Awarded Contractors to assist their customers to complete the PCA Membership process. Other items geared toward the joint-marketing of PCA and Awarded Contractor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Awarded Contractor agrees to promote its PCA contract with its current customers and future customers/PCA Members, as agreed to, including the display of the PCA seal in its marketing materials and on Awarded Contractor's website per Awarded Contractor's company policy. Awarded Contractor shall submit promotional materials to PCA and obtain written approval before Awarded Contractor finalizes or publishes promotional material bearing the PCA name or seal. Awarded Contractor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

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

27. **New Products/Job Order Contracting-Construction Only.** New products and pricing, or non-pre-priced, will be handled as defined in the Unit Price Book used by Awarded Contractor. Sales and installation of proprietary new technology, software and equipment may be accomplished by taking the manufacturer's published retail price on equipment and installation and applying the contractor's bid coefficient and local cost index.
28. **Engineering Services.** Awarded Contractors doing work in Texas may NOT provide Engineering Services via this contract per *TEX. GOV'T. CODE § 2254.004* and 791.011. In Texas, if engineering or architecture is required, the selection for such professional services shall be made by the PCA Member per Texas law. **Awarded Contractors working in states other than Texas shall follow the requirements of those jurisdictions.**
29. **Title and Risk of Loss, If Applicable.** Whenever a PCA Member is purchasing and not leasing a product under this contract, title and risk of loss shall pass upon the later of Member's acceptance of the product or payment of the applicable invoice.
30. **Records Retention.** Awarded Contractor shall maintain its records and accounts in a manner that shall assure a full accounting for all products/services provided by the Awarded Contractor to PCA Members under this Contract. These records and accounts shall be retained by Awarded Contractor and made available for review for a period agreed to by PCA Member and Awarded Contractor, or as required by law.

If an audit or contract compliance review has been announced to Awarded Contractor in writing, the Awarded Contractor shall retain its records and accounts until such audit or compliance review has been completed.

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31. **PCA Administration Fee and Monthly Report**

PCA Administrative Fee

- PCA Administrative Fee (“Admin Fee”) for this solicitation/subsequent Contract is found in SECTION 6-PRICING.
- Awarded Contractor shall honor and pay the Admin Fee for all sales that occur resulting from this Contract within **thirty (30) days** from the date Awarded Contractor receives payment from PCA Member, whether for progress payment, completion of work, or payment for delivered goods.
- In the event that Awarded Contractor’s PCA contract expires or is terminated, Awarded Contractor agrees to pay the Admin Fee for all projects extending beyond the expiration or termination date for those Purchase/Delivery/Job Orders received prior to expiration or termination.
- Pass-Through Costs that are subtracted from the gross contract/purchase order amount before calculating the Admin Fee include items such as specialty insurance, taxes, cost of bonds, and delivery costs.
- Awarded Contractor shall make the check payable to “Purchasing Cooperative of America” and send the check to ‘Purchasing Cooperative of America’, P.O. Box 604, Hico, TX 76457.
- Check may be mailed with the monthly report. Include the PCA contract number.
- Failure to pay the PCA Admin Fee in a timely manner may result in suspension or termination of this Contract.

Monthly Report

- Awarded Contractor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA.
- Reports are due monthly by the 15th day of the following month.
- Awarded Contractor is responsible for collecting and compiling all sales under this Contract from all PCA Members and submitting one (1) consolidated monthly report.
- The monthly report shall include, at a minimum, the date of each PCA Member/customer P. O. with scheduled start and completion date, sale/project description, P. O. number, Member/customer name, city/town, and P. O. total dollar amount.
- Include an overview of pending projects (the “pro forma”) on the Monthly Report.
- Awarded Contractor (Vendor) shall submit a copy of PCA Member/customer Purchase Order and/or supplemental agreement along with the mandatory monthly report, as well as change orders made prior to project completion.
- Reports shall be submitted in Excel format to Purchasing Cooperative of America at P.O. Box 604, Hico, Texas 76457, or electronically to Reports@pcamerica.org.
- The Monthly Report form is at www.pcamerica.org on the Forms Tab.

32. **Additional Fees and Reporting Information.** Some states and other government/non-profit agencies require an additional fee to use another state’s or agency’s contracts in their jurisdiction. If an additional fee is requested and Awarded Contractor agrees, Awarded Contractor shall submit

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copies of the purchase orders involved and pay the additional fee to PCA who will then pay the entity involved. Additional fees must be discussed with PCA prior to acceptance of additional fee charges.

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

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements.

33. **Right to Review, Audit and Inspect.** PCA/PCA Members or Comptroller General of the United States and, when applicable, any federal or state agency (and authorized representatives) awarding funds/grants for the specific PCA Member project/purchase shall, upon written notice, have the right to reasonably audit and examine Awarded Contractor's records and accounts relating to this Contract and inspect projects performed by Awarded Contractor relating to this Contract. Records shall be open to reasonable inspection and audit review and/or reproduction to the extent necessary to adequately permit evaluation and verification of:
- a. Awarded Contractor's compliance with this Contract and the requirements of the solicitation.
 - b. Compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for Awarding Agency or PCA Members.
 - c. Compliance with provisions for computing billings to Members.
34. **Supplemental Contracts** Awarded Contractor and PCA Member may enter into a separate, Supplemental Contract per purchase order. Any Supplemental Contract developed in addition to this Contract and/or the solicitation is exclusively between the PCA Member and Awarded Contractor and shall have no effect or impact on PCA Awarding Agency, PCA, any other PCA Member, or this Contract. Any Supplemental Contract between Awarded Contractor and PCA Member may be subject to cancellation following a cure period by the PCA Member, without penalty to the PCA Member, if, in the opinion of the PCA Member, the quality standards, service standards, build specification requirements, and/or the terms and conditions are not maintained as stated in the Supplemental Contract. Copies of all supplemental agreements and purchase orders shall be sent to PCA by Awarded Contractor as part of this Contract.
35. **PCA Member Tax Exempt Status.** PCA Members that are Texas governmental agencies are exempt from payment of Texas State Sales Taxes under *TEX. TAX CODE § 151.310* for the purchase of tangible personal property. Other states may have similar laws. PCA Members shall not be liable for any sales taxes resulting from this Contract, except where otherwise required by law.
36. **Awarded Contractor-Tax Responsibilities and Indemnification for Taxes.** Awarded Contractor is responsible for complying with the federal government's and all states' tax laws of states in which they work. Awarded Contractor and all subcontractor(s) of Awarded Contractor shall pay all

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federal, state, and local taxes applicable to Awarded Contractor's operation, any persons employed by Awarded Contractor, and all subcontractors of Awarded Contractor.

Awarded Contractor shall require their subcontractors to hold harmless the PCA Member from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers Compensation, shall be the sole responsibility of Awarded Contractor to assure that these payments have been made by the subcontractors.

37. **Sales Tax-Texas Only.** Upon request and as appropriate, each Member will provide a Tax Exemption Certificate to the Awarded Contractor. Texas government entities that are public jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Awarded Contractor unless the Awarded Contractor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, Awarded Contractor has agreed to accept tax exemption information in such form.
38. **Taxpayer Identification Number and Certification, W-9.** To receive payment under this Contract, Awarded Contractor shall have a current IRS W-9 Form on file with PCA Member.
39. **Tax Requirements of States Other than Texas.** PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Awarded Contractor as appropriate to the specific PCA Member.

State and Local Transaction Privilege Taxes – The PCA Member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the sole responsibility of Awarded Contractor, as the seller, to remit. Failure to remit taxes from the PCA Member, as the buyer, does not relieve Awarded Contractor, as the seller, from its obligation to remit taxes.

40. **Severability.** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
41. **Waiver.** No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver,

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alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

42. **Remedies for Non-Performance of Contract and Termination of Contract.** In any contract dispute arising between PCA Member and Awarded Contractor every effort should be made by the parties to negotiate in good faith before legal action is taken. The parties may elect to use an impartial Ombudsman or Arbitrator to work with both parties to negotiate an amicable settlement.

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

This Contract shall remain in effect until:

- a. Contract expires by its Terms.
- b. Terminated For Convenience: PCA Awarding Agency and PCA Contractor may terminate this Contract, in whole or in part, without penalty and without cause, by giving **thirty (30) days'** written notice to Contractor.
- c. Terminated For Cause: PCA Awarding Agency may terminate this contract if Awarded Contractor fails to perform as agreed or is not performing to the standards expected by PCA Member and PCA.
- d. Terminated for Cause: Awarded Contractor may terminate the Contract in the event of a breach by PCA Member, including PCA Member's failure to pay Awarded Contractor as mutually agreed upon for its services, upon written notice to PCA.
- e. Contract is terminated by mutual consent of PCA Member and Awarded Contractor with **thirty (30) days'** written notice. All active purchase orders must be completed.

PCA Awarding Agency and PCA further reserves the right to terminate the Contract immediately in the event Awarded Contractor fails to:

- f. Meet schedules, deadlines, and/or delivery dates within the time specified in the solicitation, this Contract, and/or a Purchase/Job Order;
- g. Make any payments owed; or
- h. Otherwise perform in accordance with this Contract and/or the solicitation.

PCA Awarding Agency may terminate the Contract with written notice to Awarded Contractor if PCA believes, in its sole discretion, that it is in the best interest of PCA Awarding Agency, PCA or PCA Members to do so.

Awarded Contractor agrees that PCA Awarding Agency and PCA shall not be liable for damages in the event that PCA Awarding Agency and PCA declares Awarded Contractor to be in default or breach of this Contract and/or the solicitation.

In the event of a breach or default of the Contract by Awarded Contractor, PCA Member reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Member.

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43. **Disclosure of Interested Parties-Texas Requirement.** Pursuant to *TEX. GOV'T. CODE § 2252.908* the Texas Ethics Commission (TEC) has adopted a Certificate of Interested Parties, Form 1295, and rules requiring business entities and state agency personnel to file on the TEC website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. It is Awarded Contractor's responsibility to comply with all disclosure laws including Chapter 2252. If Vendor is a publicly-traded entity or a subsidiary of a publicly-traded entity, effective January 1, 2018, Vendor is not required to file Form 1295. Disclosure will not be handled by PCA on behalf of PCA Member.
44. **PCA Awarding Agency and PCA Reservations.** PCA reserves the right to:
- a. Cancel this solicitation in whole or in part, at the sole discretion of PCA.
 - b. Accept, reject, or negotiate modifications in any terms of the Awarded Contractor's proposal or any parts thereof.
 - c. Conduct oral interviews/discussions or presentations necessary to select the best value Awarded Contractor and/or to obtain competitive pricing.
 - d. Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Awarded Agency/PCA and/or PCA Members.
 - e. Waive any formalities, technicalities, or other defects if deemed in the best interest of PCA and/or PCA Members; Request clarification and/or correction of Awarded Contractor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
 - f. Award one or more contracts, in part or in whole, to a single or to multiple Awarded Contractors, in PCA sole discretion.
 - g. Make all decisions regarding this solicitation, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this solicitation.
 - h. Remove, for good and reasonable cause, any Awarded Contractor personnel working under this contract.
45. **Conflicts of Interest.** Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Party hereto nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any affiliate of another Party, unless such person is acting for and on behalf of the Party or any such affiliate.
46. **Warranty, Equipment and Installation, If Applicable.** Vendor warrants its workmanship provided hereunder, including its subcontractors' workmanship, shall be free of material defects for a period of one (1) year from the date of substantial completion. All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate one (1) year from the date of substantial completion, and thereafter, Vendor will have no liability for breach of any warranty or for any latent or patent defect of any kind. Equipment and material warranties that exceed the one (1) year warranty period shall be provided directly by the equipment and/or material manufacturers and such warranties shall be assigned directly to the PCA Member, after the one (1) year period. During the one (1) year Vendor

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warranty period, Vendor, or Vendor's subcontractors, will correct its defects, and/or Vendor will work with the equipment or material manufacturer to facilitate the manufacturer's correction of the equipment or material defect. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than Vendor or its subcontractors; corrosion; erosion; deterioration; abuse; modifications or repairs not performed by an authorized Vendor subcontractor; improper operation; or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the one (1) year Vendor warranty period, and the equipment or material has a warranty period that exceeds one (1) year, PCA Member shall contact the manufacturer directly to resolve such warranty issues and PCA/PCA Member acknowledges that the manufacturer shall have sole responsibility for such issues.

47. **Payments.** PCA Member shall remit to Awarded Contractor within 30 days of receipt of invoice for fees for services performed/expenses incurred, as set forth in the applicable purchase order. In the event that PCA Member fails to pay any undisputed invoice or undisputed portion thereof when it comes due, Awarded Contractor may assess interest on such outstanding payment at an amount of one and one half percent (1.5%) per month or the maximum amount permitted under applicable laws, whichever is less, until such amounts are satisfied.
48. **Confidentiality.** Pursuant to services to be provided under this Contract, each Party may have access to information that is confidential to the other Party. "Confidential Information" shall consist of, but is not limited to, all information clearly identified as confidential, all technical, statistical, proprietary, financial, business and commercial information, and such other information that is of a nature which both Parties should reasonably understand to be confidential. Confidential information shall not include information that: (i) is or becomes a part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure; and (iii) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

The Parties agree, unless required by law (including any public records law), not to make each other's Confidential Information available in any form to any third party for any purpose, except that access to and the use of Confidential Information may be provided to those third parties comprised of a Party's affiliates, and its and their directors, officers, employees, agents, consultants, advisors and contractors ("Representatives") that: (i) have a need to use and access such Confidential Information in performing its obligations under this Contract and (ii) are bound by an obligation of confidentiality at least as restrictive as the confidentiality restrictions of this Contract. Each Party agrees to take reasonable steps required to ensure that Confidential Information is not disclosed or distributed by its Representatives of the Terms of this Contract. Each Party agrees, to the extent lawful, to inform the other Party in advance of any required disclosure under applicable law of the disclosing Party's Confidential Information.

SECTION 4-VENDOR RESPONSE INSTRUCTIONS AND FORMS

Electronic Solicitation Response and Submission

PCA utilizes the Bonfire eProcurement system for posting solicitations and receiving Vendor responses to solicitations. Questions regarding the Bonfire application will be answered by Bonfire Vendor Support Team at support@gobonfire.com.

Current minimum system requirements for Bonfire: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

Submission Restrictions

Bonfire restricts individual documents larger than 1,000 MB. Documents larger than the requirement will need to be divided into smaller sizes and uploaded as separate documents.

If Vendor is submitting a large catalog online, Vendor must provide the URL, login and password to access the site/file.

Questions regarding the PCA solicitation will be accepted up to 5 business days prior to the due date and must be submitted online in Bonfire. Questions and answers will be posted in Bonfire and emailed to all potential responders who have already downloaded the solicitation.

Vendors are responsible for making sure, when using Electronic Signatures, that the signatures are actually transferring to the documents being uploaded into Bonfire.

PCA/Awarding Agency cannot accept responsibility for technical difficulties that Vendor may encounter when submitting documents electronically. Vendor must inform PCA as soon as possible of upload problems. If the problem cannot be fixed quickly, a deadline extension (in an addendum) may be issued and posted on the website for download and inclusion in submittal.

PCA and Awarding Agency assume no financial responsibility for any costs incurred by Vendor in developing and submitting a response, addenda or participating in pre-proposal meetings, in any type of negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this solicitation.

Exceptions to Contract Terms and Conditions

Any and all limitations, exceptions, qualifications, special conditions, or deviations from the Contract Terms and Conditions or any of the item specifications must be clearly noted in writing by Vendor at the time of submission of the solicitation response. In the absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted, Awarded Contractor will be held accountable to Awarding Agency/PCA and PCA Members to perform in strict accordance with all Contract Terms and Conditions and all item specifications as written.

Confidential Information in Vendor Response

Vendor should not include any information in Vendor's response to this solicitation that they consider proprietary or confidential.

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PCA Awarding Agency is an agency of the State of Texas and subject to the Texas Public Information Act. *Texas Government Code, Chapter 552*, gives the public the right to access government records. All government information is presumed to be available to the public.

Proposals submitted to PCA as a result of this solicitation may be subject to release as public information before PCA Member decides to work with an Awarded Contractor or after contracts are executed or the procurement is terminated.

PCA Awarding Agency and PCA cannot be held responsible for releasing any information in Vendor's response that Vendor may consider proprietary or confidential. PCA Awarding Agency/PCA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors.

VENDOR RESPONSE INSTRUCTIONS

Questions using Bonfire? support@gobonfire.com

Questions about the RFP? Questions about the RFP cannot be answered by PCA staff while the RFP is out for response. **To submit your question(s) in Bonfire, go to the corresponding RFP in Bonfire and enter your question in the 'Messages Section' in the Public Notice Tab. Answers will be posted there also.**

Forms for Steps 1-4 are in RFP SECTION 4 – SOLICITATION RESPONSE-FORMS AND INSTRUCTIONS

Step 1. FORM A-Offer Acceptance & Contract Signatures Form. .pdf and upload completed Form

Step 2. CONTRACT EXCEPTIONS, IF ANY. 'With Exceptions' checked on Form A: .pdf and upload exceptions here. Leave blank if 'No Exceptions' was checked.

Instructions for submitting additional pages:

- Put RFP # and Title in the heading on the left margin.
- Put Company name in the heading on the right margin.

Example:

(In Left Margin) RFP OD-XXX-XX Widgets

(In Right Margin) ABC Company, LLC

Instructions for proposing exceptions:

- Exceptions are proposed changes to Contract Terms and Conditions ("T&Cs").
- Do not mark changes on the original solicitation Contract Terms and Conditions.
Instead, on a separate page, list T&C #, paragraph #, justification and change.

Example:

T&C #3 – paragraph 2 – Justification: Company policy – Change

Change: Type in Vendor exception proposed verbiage

Step 3. Forms B-H – Signature Forms. **Complete, .pdf and upload forms B – H and attachments in a single .pdf file.**

- B. Solicitation Addendum
- C. Vendor Certification Form
- D. Antitrust Certification Statement
- E. W-9 Request for Taxpayer Identification Number and Certification
- F. Certification Regarding Debarment, Suspension and Other Responsibility Matters
- G. Miscellaneous
 - G.1. Insurance Certificate
 - G.2. Cybersecurity Maturity Model Certification
 - G.3. Bond Letter
 - G.4. Certifications, Awards and Business Licenses
 - G.5. Distributors/Resellers Only: Manufacturer's Authorization
- H. Vendor Questionnaire

Step 4. Form I – Company Logo. **Upload as an .png, .jpg, or .jpeg file.**

Step 5. Vendor Response - SCOPE AND SPECIFICATIONS (RFP SECTION 5).* **.pdf and upload.**

Step 6. Vendor Response – PRICING (RFP SECTION 6).* **.pdf and upload.**

*** To add additional pages, follow 'Instructions for creating a separate document' above.**

FORM A
OFFER ACCEPTANCE AND CONTRACT SIGNATURES FORM
Complete and sign and upload.

Offer by Vendor

Vendor acknowledges and certifies that they have examined this solicitation, contract terms and conditions, scope and specifications, accompanying forms, etc. (the entire Contract) and hereby offers to furnish products and/or services in strict compliance with the entire Contract and Vendor's response.

____ **NO EXCEPTIONS.** Vendor assures Awarding Agency of compliance with the entire Contract and response with no further changes.

____ **WITH EXCEPTIONS.** Proposed changes to Contract Terms and Conditions. See VENDOR RESPONSE INSTRUCTIONS for presenting Vendor's proposed changes.

NOTE: Freight & Delivery, if charged to customer, is not considered an exception.

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Email:** _____

Printed Name, Title: _____

Signature: _____

*****VENDOR DO NOT WRITE BELOW THIS LINE*****

Contract Number: _____

Contract Exceptions – PCA

☐ None ☐ All Rejected ☐ Negotiated, Agreed To, and Attached

PCA Authorized Signature: _____

Printed Name: _____ Date: _____

Offer Acceptance by PCA Awarding Agency

Term of Contract: _____ to _____

Unless otherwise stated, this Contract is for an initial period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Awarding Agency and Vendor. Renewal shall be automatic on the anniversary date unless informed otherwise.

Awarding Agency Authorized Signature: _____

Printed Name: _____ Date: _____

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FORM B
SOLICITATION ADDENDUM

If issued; sign and upload.

An Addendum, if issued, will be noticed in Bonfire and on the PCA website, www.pcamerica.org on the Solicitation Tab.

The Addendum will clearly state the addition, change or deletion to the solicitation and require an acknowledgement by Vendor by signature.

Download the Addendum, sign and date, and submit the Addendum with Vendor's submission. If Vendor has already submitted a proposal in Bonfire before the notice is posted, Vendor may select to 'UNSUBMIT' their response and after uploading the Addendum, select 'FINAL SUBMISSION' again.

_____ Check here if there are NO Addendums.

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**FORM C
VENDOR CERTIFICATION FORM**
Initial each certification, sign and upload.

TEXAS CERTIFICATIONS:

CERTIFICATE OF INTERESTED PARTIES

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. Form 1295 must be filed with the Texas Ethics Commission at www.ethics.state.tx.us. TEX. GOV'T. CODE, Chapter 2252.908.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

CRIMINAL HISTORY BACKGROUND CHECKS

TEX. EDUC. CODE, Chapter 22 requires Vendors for public school districts to review state and national criminal histories of employees or subcontracted employees who will have direct contact with students, and certain convictions will disqualify that employee from service to the school district. Also go to tasb.org.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES

SANCTIONED BY TEXAS AND OTHER STATES

TEX. GOV'T. CODE, Chapter 2252 prohibits Texas governments from contracting with companies that do business with listed foreign terrorist organizations, as updated; other states have similar laws.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

INVESTMENTS AND CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES

Subtitle A, Title 8, TEX. GOV'T. CODE, Chapter 809. Contracts for goods/services between a governmental entity and a company (excluding a sole proprietorship) with 10 or more full-time employees that has a value of \$100,000 or more to be paid wholly or in part from public funds. Vendor certifies that Vendor

- Does not boycott energy companies, and
- Will not boycott energy companies during the term of the contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

TEXAS FAMILY CODE

Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993): all responders must complete and submit the following affidavit: I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is eligible to respond or receive a state contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM INDUSTRY

TEX. GOV'T. CODE, Subtitle F, Chapter 2274 - Effective date, September 1, 2021. For contracts for goods/services between a governmental entity and a company (excluding a sole proprietorship) with 10 or more full-time employees that has a value of \$100,000 or more to be paid wholly or in part from public funds, Vendor certifies that Vendor

- Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and
- Will not discriminate against a firearm entity/ firearm trade association during the term of the contract.

Does Vendor agree? If YES, provide the initials of an Authorized Representative ____

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TEXAS FELONY CONVICTION NOTICE

TEX. EDUC. CODE § 44.034, Notification of Criminal History of Vendor s, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract. (c.) This section does not apply to a publicly held corporation.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

STATE OF TEXAS FRANCHISE TAX

Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

FEDERAL CERTIFICATIONS:

BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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

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

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO CFR PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

(A) 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 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(C) 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

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CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(D) 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 specified in a wage 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) - Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(F) Rights to Inventions Made Under a Contract or Agreement - If the 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 of 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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

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(G) Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(H) 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 governmentwide 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 1986 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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors 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 U.S.C. 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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

Vendor certifies that Vendor is in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

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

Vendor certifies that Vendor is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

FERPA CONFIDENTIALITY

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

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation 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.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

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OSHA

Vendor, its sub-vendor(s), and their respective employees shall comply fully with all applicable Federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, as applicable, including, without limitation, the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Awarding Agency /PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

RECORDS ACCESS AND RETENTION REQUIREMENTS

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

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

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

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the Listing of Specially Designated Nationals and Blocked Persons (the "SDN List").

Does Vendor agree? If YES, provide the initials of an Authorized Representative _____

CERTIFICATION

Vendor agrees to comply to all Federal, state and local provisions, laws, acts, regulations, as applicable. It is further acknowledged that Vendor certifies compliance with the provisions, laws, acts, regulations, etc. noted above. PCA Members may have additional provisions, laws, acts, regulations they will require Vendor to agree to, and adhere to, which will be added to the purchase order and/or in a supplemental contract.

Vendor Company Name: _____

Address, City, State and Zip Code: _____

Printed Name and Title of Authorized Representative: _____

Phone Number: _____ Email Address: _____

Signature of Authorized Representative: _____ Date: _____

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FORM D
ANTITRUST CERTIFICATION STATEMENT
TEX. GOV'T. CODE §2155.005

Required if Vendor wants to work with Texas State Agencies, per the Texas Attorney General. For more information, go to:

<https://texasattorneygeneral.gov/sites/default/files/files/divisions/antitrust/PublicPurchasersGuideAntitrust.pdf>

Vendor wants to work with Texas State Agencies:

☐ Yes ☐ No

If 'No', a signature is not required.

If 'Yes', complete the areas in red and sign:

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual ("Company") listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company have violated any provision of the *Texas Free Enterprise and Antitrust Act, TEX. BUS. & COMM. CODE Chapter 15*;
- (3) In connection with this proposal, neither I nor any representative of the Company have violated any Federal antitrust law; and
- (4) Neither I nor any representative 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.

<p>Vendor _____ [Company] _____ _____ _____ Address _____ _____ _____ _____ Phone _____ Fax _____</p>	<p>Bidder _____ [Contact Other than Official Below] _____ Signature _____ Printed Name _____ _____ Position with Company _____ Official Authorizing Proposal _____ Signature _____ Printed Name _____ _____ Position with Company _____</p>
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PURCHASING COOPERATIVE OF AMERICA
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FORM E
W-9

Additional information for completing this form is available at www.irs.gov.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ► Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																							
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																								
	2 Business name/disregarded entity name, if different from above																																																								
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____																																																								
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																								
	5 Address (number, street, and apt. or suite no.) See instructions.																																																								
6 City, state, and ZIP code																																																									
7 List account number(s) here (optional)																																																									
Part I Taxpayer Identification Number (TIN)																																																									
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td></tr><tr><td colspan="11" style="text-align: center;">or</td></tr><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td><td style="width: 4%;"> </td></tr></table>			Social security number																						or											Employer identification number																					
Social security number																																																									
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Part II Certification																																																									
<p>Under penalties of perjury, I certify that:</p> <p>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</p> <p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>3. I am a U.S. citizen or other U.S. person (defined below); and</p> <p>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 20%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ► _____</td><td style="width: 20%;">Date ► _____</td></tr></table>			Sign Here	Signature of U.S. person ► _____	Date ► _____																																																				
Sign Here	Signature of U.S. person ► _____	Date ► _____																																																							
General Instructions																																																									
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none">• Form 1099-INT (interest earned or paid)• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</p>																																																									

**PURCHASING COOPERATIVE OF AMERICA
RFP OD-387-23 Job Order Contracting (JOC) & Trades Services**

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

Instructions

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

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

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

Authorized Signature

Printed Name & Title

Date

FORM G
MISCELLANEOUS-REQUIRED
Upload the completed form/pages in Step 3 in Bonfire

Instructions for submitting additional pages if necessary:

- Put RFP # and Title in the heading on the left margin.
- Put Company Name in the heading on the right margin.

G.1. Insurance Certificate-Required

Required for all submittals. Submit an Insurance Certificate from Vendor's insurance carrier.

Vendor is insured by: _____

G.2. Cybersecurity Maturity Model Certification (CMMC), if Applicable

Is Vendor CMMC certified?

☐ Yes ☐ No

Certification not required at this time. Some PCA Members want this information.

G.3. Bond Letter, if Required

☐ Yes ☐ No

If required, submit letter from bonding company.

G.4. Certifications, Awards and Business Licenses

If 'Yes', Vendor must submit documentation for point credit.

a. ISO Certification

☐ Yes ☐ No

Vendor is certified by: _____

Attachment(s)? ☐ Yes ☐ No

b. Certifications for HUB, MWBE, VOSB, SBE, etc.

☐ Yes ☐ No

Type of certification/awarding agency: _____

Type of certification/awarding agency: _____

Attachment(s)? ☐ Yes ☐ No

NOTE: Some PCA Members have specific goals for use of HUBs, etc., and will require that a plan be submitted to meet their goals.

c. Awards. List environmental, social or industry standards awards or recognition Vendor has received and provide a copy.

☐ Yes ☐ No

d. Licenses. Provide a list of states and territories where Vendor is currently licensed. Attach additional page(s) if necessary.

☐ Yes ☐ No

G.5. Distributors/Resellers Only: Manufacturer's Authorization, if Applicable

☐ Yes ☐ No

Distributors/Resellers must submit manufacturer's letters.

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FORM H
VENDOR QUESTIONNAIRE – REQUIRED

Answer all the questions/ fill in the blanks and upload in Step 4. In Bonfire

1. Company information.

a. Company legal name, as it appears on the contract:

b. Corporate address: street/city/state/zip code:

Other company names (dba, associate, abbreviation, etc. and location info)

Website URL:

c. Dun & Bradstreet number and rating:

AND/OR Company's Unique Entity Identifier (UEI) issued by GSA for organizations doing business with the Federal government (used on SAM.gov):

If a Dun & Bradstreet rating is not provided, the following financial information may be requested at any point during the procurement process, before or after contract award:

(1) If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year, OR

(2) If private, Company's audited financial statements for the latest fiscal year available.

Vendor agrees:

☐ Yes ☐ No

d. Federal tax identification (EIN) number:

e. Brief description Vendor's products and/or services:

f. Years company has been in this business activity:

PCA requires at least 2 years (company and/or principal officers) experience to be considered for a contract award.

Vendor will provide principal officer's resume to supplement Company experience: _____

g. Number of full-time employees:

2. Which best describes Vendor: ***Must provide authorization letters from manufacturer**

☐ Manufacturer direct

☐ Manufacturer marketing through reseller

☐ Authorized distributor *

☐ Certified education/government reseller *

☐ Value-add reseller *

☐ Other: _____

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3. Check all states and territories where Vendor intends to pursue work (and may use a PCA contract, if awarded)—current and future.

- | | | |
|---|--|---|
| <input type="checkbox"/> All States | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas - see below also |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> District: Washington D.C. | | |
|
 | | |
| <input type="checkbox"/> All U.S. Territories | <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Fed. States of
Micronesia | <input type="checkbox"/> Northern Mariana
Islands | |

USMCA

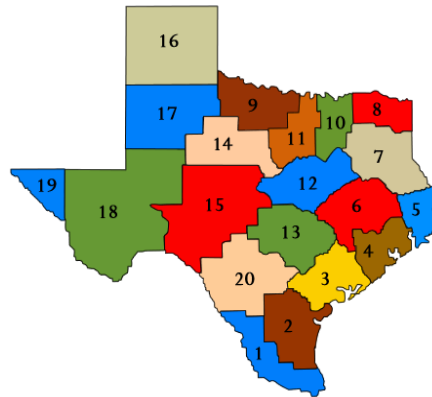
- | | |
|---------------------------------|---------------------------------|
| <input type="checkbox"/> Canada | <input type="checkbox"/> Mexico |
|---------------------------------|---------------------------------|

Texas Education Service Center Area Map (see below)

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

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Texas Education Service Center Area Map



Special Noticing Requirements of Other States

Lists of political subdivisions and local governments eligible to register with PCA, and access the contract award made pursuant to this solicitation, in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

4. References. Provide references from at least 3 customers, preferably public sector entities, that Vendor has provided services to **within the last 2 years**. Attach additional page(s) if you wish to provide additional references.

☐ Check here if Vendor prefers to supply 3 current letters of reference from public sector customers on letterhead including contact information. Attach the list. PCA reserves the right to check the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Reference 1

Contact Name: _____

Company: _____

Address: _____

Phone numbers: _____

Email: _____

(2) Reference 2

Contact Name: _____

Company: _____

Address: _____

Phone numbers: _____

Email: _____

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(3) **Reference 3**

Contact Name: _____

Company: _____

Address: _____

Phone number: _____

Email: _____

5. Corporate Resources and Commitment

CONSTRUCTION-TYPE PROJECTS ONLY/JOC

If Not Applicable, initial here ____

This is an important indicator of the Company's commitment and ultimate success.

Vendor, check 'Yes' or 'No' for each statement:

a) A corporate officer been assigned to the program. ☐ Yes ☐ No

b) Company understands the requirement for prompt payment of subcontractors. ☐ Yes ☐ No

c) Vendor has business processes and a corporate officer assigned to this program that comply with the contract. ☐ Yes ☐ No

d) Vendor has committed people and resources to this program for continuity. ☐ Yes ☐ No

e) Corporate acknowledges PCA Member's right to propose changes in key personnel and/or personnel for any reason? ☐ Yes ☐ No

6. Cooperative contracts currently held by Vendor.

☐ Check here, if none.

Provide co-op name, discount offered, and contract expiration date:

7. Company Contact Information. Vendor must keep this information up-to-date throughout the term of a contract when awarded. Email pcamerica@pcamerica.org with changes as they occur.

a. **ADMINISTRATIVE SUPPORT SERVICES.** Responsible for monthly reporting, payment of administrative fees, website updates, etc.:

Name: _____ Title: _____

Address if different than Corporate: _____

City/State/Zip: _____

Office Phone: _____ Cell: _____

E-mail: _____

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- b. **SALES AND MARKETING CONTACT.** Responsible for sales/marketing to PCA Members:

Name: _____ Title: _____
Address if different than Corporate: _____
City/State/Zip: _____
Office Phone: _____ Cell: _____
E-mail: _____

- c. **CONTRACT MANAGEMENT.** This contact person will be responsible for:

- Acting as liaison/contact with Purchasing Cooperative of America
- Receiving the award packet (which contains information for the Administrative Support person and the Sales and Marketing Contact/Team) or the non-award letter
- Distributing the content throughout the Company, as necessary

Name: _____ Title: _____
Address if different than Corporate: _____
City/State/Zip: _____
Office Phone: _____ Cell: _____
E-mail: _____

8. If awarded a contract, Vendor would participate in an orientation session. ☐ Yes ☐ No
The orientation includes an introduction to PCA and cooperative contracting, monthly reporting information for the Administrative Support person, marketing/sales as well as reporting sales to the Administrative Support person for the Sales and Marketing Contact.

Contact Name/Title: _____

Contact Phone and Email: _____

9. Your feedback will be very much appreciated:

- a. How did you hear about PCA: _____
- b. How did you hear about this solicitation: _____
- c. Ease of understanding instructions for response: _____
- d. Amount of time it took to prepare a response: _____
- e. Would you like to be contacted by PCA? _____

Contact name and information: _____

To find future PCA solicitations go to www.pcamerica.org

Thank you.

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FORM I
COMPANY LOGO – REQUIRED

Instructions. Upload in Step 4 in Bonfire. Required for all submittals. Submit in **.jpeg .png OR .jpg** format.

SECTION 5 – SCOPE AND SPECIFICATIONS

SCOPE

It is the intent of Awarding Agency/Purchasing Cooperative of America (PCA) to establish a contract with one or more vendors to furnish and/or deliver Job Order Contracting (JOC) services and/or Trades services on behalf of PCA Members, present and future, meeting the selection criteria for Texas and other states with similar laws. Vendors are requested to offer the total line of available products and services that are commonly purchased by government agencies and educational institutions.

This is an IDIQ solicitation (Indefinite Delivery Indefinite Quantity) and not for a specific job or project. This is a competitive procurement process to qualify awarded contractors for future projects to be determined directly between PCA Members and PCA Awarded Contractor. Any reference to requirements for specific projects should be construed as suggestions for response.

Awarding Agency/PCA is seeking to contract on a local, regional, statewide or national basis with vendors with the requested experience and qualifications. Vendor will meet the compliance requirements for working with public sector entities including, but not limited to, local, state, special districts, and federal government agencies, hospitals, law enforcement agencies and courts, community public sport association facilities; educational institutions including K-12, public, private, charter schools, etc. and higher education including junior college systems and universities, etc.; as well as non-taxed non-profit organizations and religious institutions.

Vendor may elect to limit their proposals to a single service within one of the categories, or multiple services in any or all categories. PCA also requests any 'Value-Add' commodities or services adjunct to this solicitation that Vendor can provide.

PCA is looking for companies who provide a complete solution that can be customized to meet the unique needs of each PCA Member on a national level. Describe your product(s) in detail in specifications and/or provide a catalog in Pricing. You may also list your suggested NIGP codes below if they are applicable to this solicitation. Products for the scope of this RFP include, **but is not limited to the following systems, functions, or processes:**

- Building automation controls for heating, air conditioning, lighting, fire, etc.
- Building waterproofing
- Cabling and networking
- Carpentry
- Communications
- Painting
- Concrete and asphalt: new, maintenance and repair
- Drywall and painting: new, maintenance and repair
- Electrical and lighting: new, maintenance and repair
- Environmental services
- Flooring-new, maintenance and repair
- Irrigation systems

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- Moving and/or leveling modular buildings
- Plumbing-new, maintenance and repair
- Other standard installations
- Other standard trades, operations and maintenance services

This scope should be read as including all products, equipment, software, services, and any other capability that Vendors are able to offer which supports or complements the functionality above.

NIGP Codes include, but are not limited to:

285	Misc. Electrical Equipment and Supplies
670	Plumbing Equipment, Fixtures, and Supplies
750-32	Concrete Crack Repair, Adhesive Repair
770	Roofing and Supplies
909	Building Maintenance, Installation and Repair Services
910-54	Painting, Maintenance and Repair Services (Including Caulking)
910-48	Locksmith Services
910-51	Services - Concrete
910-78	Weatherization, Weather and Waterproofing Maintenance and Repair Services
912	Construction Services, General, including Maintenance and Repair Services
913	Construction Services, Heavy, including Maintenance and Repair
914-84	Trade Services, Construction (not otherwise classified)
931	Equipment Maintenance and Repair Services for Appliance, Athletic, Cafeteria, Furniture, Musical Instruments, and Sewing Equipment
934	Equipment Maintenance and Repair Services for Laundry, Lawn, Painting, Plumbing, and Spraying Equipment
936	Equipment Maintenance and Repair Services for General Equipment
958	Management Services
968-94	Waterproofing Systems and Repair

List your suggested NIGP code(s) for consideration here:

SPECIFICATIONS

Compliance with Laws

Vendor, his agents and employees, shall comply with all laws, ordinances, rules and regulations of the State, County, and the City of the PCA Member, and all governing bodies having jurisdiction applying to work done or to be done under these specifications.

Provide description of product(s) and/or services(s)

Describe product(s) and/or service(s) Vendor is proposing to provide PCA Members. Vendors are requested to offer their full line of available products that are commonly purchasing by public sector entities. Vendors are encouraged to offer any product or service that they currently perform in their normal course of business. **Please note key construction and specialty services that your firm specializes in.**

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Vendor shall detail skills, knowledge, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance and licenses to perform and do business with PCA members.

It is the responsibility of Vendor submitting a response to this RFP for different Trade Services listed herein to include the following with their proposal:

- Vendor must show and provide experience in the selected trades the company wants to submit on.
- If a company will be utilizing subcontractor(s) as part of their submittal, their information should also be submitted along the primary vendor's information. They are required to have the necessary qualifications to perform the services or trades as the prime contractor who is responsible for their job performances.
- If Vendor will provide design services to PCA Members, they must provide evidence that Vendor is qualified and experienced to assess existing conditions and develop and submit manufacturer acceptable solutions for the product lines offered. If applicable, provide the certification.
- Vendor must provide evidence that they have a good track record with the trade services that they are requesting to provide.
- Vendor must provide any required training or instructions to the PCA Member, as requested.

Vendors may offer their equipment and supplies for any one or more of the following categories, including, but not limited to:

Adhesives, sealants and tape	Paint, equipment and supplies
Air filters	Plumbing supplies
Appliances	Pneumatic tools
Cabinets, countertops, etc.	Power tools and accessories
Clearing equipment and supplies	Raw materials
Electrical supplies and equipment	Refrigerators
Emergency preparedness supplies	Roofing
Fasteners, hardware, hand tools, etc.	Safety and security related items
Freezers	Swimming pool chemicals
General maintenance supplies	Tools (general purpose & Machine)
Green/Sustainable products	Window treatments
HVAC supplies	Window installation, glass cutting, etc.
Ice machines and refrigeration	Welding and soldering
Irrigation equipment and supplies	Other related categories
Janitorial supplies	
Labs	
Landscaping supplies	
Lighting, ballasts and bulbs, etc.	
Lubricants, sealants and paint	
Machine and cutting tools	
Material handling and storage supplies	
Measuring tools and test instruments	
Motors, pumps etc.	
Outdoor garden supplies and equipment	

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Vendor is asked to use and furnish, at Vendor's expense, all labor, equipment, and materials necessary for the satisfactory performance of Job Order Contracting (JOC) & Trades and Related Items as requested by PCA Member. This solicitation comes with options to furnish and/or delivery products/services to PCA members seeking contractors who possess licenses in their states (where required) to provide and perform the materials and/or the work. The Job Order Contracting (JOC) & Trades and Related Items RFP may have a Job Order Contracting (JOC) component, in which case this RFP will request one or more coefficients or multipliers to be applied to the Unit Price Book (UPB) of choice. See Tab 6 – Pricing for instructions.

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

Provide information about all personnel, equipment, tools, materials, supervision, and other items and services necessary to meet solicitation's scope and specifications.

Describe your response to the following questions regarding this solicitation on Job Order Contracting (JOC) & Trades Services and Related Items.

Differentiators. Describe what differentiates your company's products and services from your competitors.

Invoice Process. Describe your company's invoicing process.

Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas: Executive, Contract Manager, Account Manager/Sales Lead, Reporting and Marketing Contact.

Order Process. Describe your company's proposal development and order submission process.

Payment. What are your standard payment terms? What methods of payments do your company accept?

Additional Fees and Reporting Information

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

Awarded contractors may not use their PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA as a requirement under *Section 791 of the Texas Government Code*. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements. Some non-Texas Government Jurisdictions do not require an Interlocal Governmental Contract and may join PCA without one by signing up on line.

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

VENDOR RESPONSE

NOTE: Respond with the requested information. Instructions are in red. Use the number and heading provided below.

Example: 1. Company Profile. Then provide the information requested.

1. **Company Profile. Required.**
 - a. Provide a brief company history, mission statement and organizational summary. Explain ownership (public or private).
 - b. Include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of projects under a PCA contract.
 - c. Provide documentation of Vendor's safety record in performing similar services, including safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.
 - d. Performance Bond. If required.
2. **Products/Services. Required.**
 - a. Discuss whether Vendor will be (1) offering one primary trade division only; (2) offering multiple trade divisions. PCA recognizes other divisions maybe required for a turn-key project.
 - b. Confirm that the products/services proposed meet the intent of the solicitation.
 - c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.
 - d. State if Vendor provides expert advice/consultation.
 - e. Discuss whether Vendor routinely uses or plans to use Subcontractor or perform all work as agreed to by PCA Member using his own equipment and personnel.
 - f. Vendor agrees to advise PCA Member when work is expected to be hazardous to students, employees, the public and/or other workers.
3. **Sample Project. Required. Provide a project completed for a customer.** Project should be public sector project, if possible, if not, a private sector project may be used as an example of work experience. Do not identify the customer unless prior written approval has been obtained. Cover:
 - a. Size of customer
 - b. Sample user agreement/supplemental agreement/purchase order
 - c. List of personnel used
 - d. Scope of work
 - e. Duration of the project
 - f. Overall cost

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Include as many items as applies:

- A. Trades.** The divisions listed in a unit price book (UPB) are available under this solicitation. Vendor is required to self-perform the services. If the project requires additional services that the primary vendor doesn't have, the work could be subbed out to a subcontractor. The subcontractor will be required to follow the same guidelines and requirements as the prime vendor.
 - B. Compliance with Laws.** Vendor, his agents and employees, shall comply with all laws, ordinances, rules and regulations of the State, County, and the City of the PCA Member, and all governing bodies having jurisdiction applying to work done or to be done under these specifications.
 - C. Performance Bond.** If required, Vendor shall provide PCA Member with a performance bond issued by a corporate surety authorized to conduct business in the PCA Member's location.
 - D. Subcontractors.** The name, background, and experience of subcontractors to Vendor shall be submitted to the PCA Member for his approval unless all work outlined by PCA Member will be performed by Vendor using his own equipment and personnel, under the contract.
 - E. Proof of Experience.** Provide documentation evidencing the experience of Vendor and demonstrating that Vendor has successfully provided services similar to those specified herein to other PCA Member.
 - F. Safety Record.** Vendor shall provide evidence of Vendor's safety record while performing similar services, including information as to any safety violations, assessments, or citations issued by applicable governmental agencies in the past five (5) years.
4. **Marketing Plan. Required.** Show how Vendor plans to use the PCA contract to market its products/services. It could include sample handouts/flyers, lunch and learn programs, and conferences.
5. **Training Program.** **If Not Applicable, initial here ____**
Describe program for training for PCA Member on equipment and operation, if applicable. Cost should be included in SECTION 6.
6. **'Value Add' Products and Services.** **If Not Applicable, initial here ____**
Describe 'Value Add' items Vendor can provide to PCA Members. Include specifications for each product/service listed and provide pricing in SECTION 6. Failure to include description and pricing may result in 'Value Add' items not being considered for or included in a contract award.
7. **Detail Vendor Freight, Delivery, Inspection & Acceptance Policy and Capabilities.** **If Not Applicable, initial here ____**
All deliveries requiring Inspection and Acceptance shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in Vendor pricing unless otherwise clearly stated in writing in Vendor's proposal to PCA Member. Deliveries shall be made during PCA Member's business hours.
8. **Delivery**
NOTE: PCA suggests free delivery. Charging for delivery is not an exception to this contract. Detail your delivery practices/charges.

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- a. State your standard delivery charges.**
- b. Minimum order for free delivery**
- c. State standard delivery timeframe**
- d. Expedited delivery capabilities/charges.**

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

9. **Warranty Information.** **If Not Applicable, initial here ____**
- a. State length of standard warranty on parts/equipment/materials.**
 - b. Length of standard warranty on installation/service.**
 - c. Does Vendor offer extended warranty or maintenance contract? Yes ____ No ____**
If 'Yes', provide the cost as a separate line item on the Price List in SECTION 6.

All products shall EITHER be **NEW** and free from defects OR refurbished as authorized by PCA Member. If defective or incorrect products are delivered, the PCA Member may make the determination, at its sole discretion, to return the products to Vendor at no cost to the PCA Member. Vendor agrees to pay all shipping and handling costs for return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

SECTION 6 – PRICING

Instructions: Download and fill in the blanks below and/or provide price lists, catalogs or online pricing.

Vendor is encouraged to offer any and all products or services that they currently perform in their normal course of business. Vendor may offer products only or products and installation or services. Vendor should be clear and concise in the presentation.

Pricing will include the PCA Administrative Fee ("Fee") of **three percent (3%)** to be included as part of overhead cost on delivery/purchase orders and invoices and **not listed as a separate line item**. The Fee will be calculated as follows:

$$0.03 \times (\text{gross purchase order/contract amount LESS Pass-Through Costs})$$

Below are details which should be taken into consideration when Vendors are developing their pricing.

Best Price

Vendor will provide best pricing for PCA Members. PCA expects Vendor's response to include their Best Price offered all governmental, cooperative or retail customers.

Additional discounts may be negotiated between the Vendor and PCA Member as long as other Member agencies who meet the exact same criteria are offered an equal discount. The purchase order must reflect any additional discounts agreed upon.

'Value Add'

Bundling and/or packaging desirable packages, purchasing levels and a series of added benefits that are significant in value are, in themselves, a whole lot more valuable than simply the product is by itself and may be offered as 'Value Add'.

Best and Final Offer

PCA may request Vendor to submit a Best and Final Offer. Vendors must submit their Best and Final Offers in writing, as per this section.

EDGAR (USDE)

For jurisdictions (primarily K-12) requiring EDGAR, price validation may use the non-pre-priced method for validation and inclusion into the cost books. The number of line items being validated may vary and left up to the PCA Member and Vendor to agree upon.

PCA Contract Reference on Member Purchase Order and Vendor Invoice

PCA Members will require a purchase order, a contract, supplemental contract, or other form to be completed to use Vendor's PCA awarded contract. Instruct your customer/PCA Member to refer to **"PCA #OD-386-23 Fiber Optic and Network Cabling and Supplies-Installation, Services & Repair"** on the purchase/job/work order or other form. This information is the PCA Member's purchase justification, keeps them compliant with state and local purchasing policies, and assists the PCA Member with their periodic audits. Likewise, Vendor will reference to **"PCA #OD-386-23 Fiber Optic and Network Cabling and Supplies-Installation, Services & Repair"** on the quote and invoice or other form.

VENDOR RESPONSE

Unit Price Book – Bid Coefficient

Coefficients represent the discount off of the national Unit Price Book (UPB) being used. All coefficients must be rounded to two (2) places.

For example: a coefficient of 0.953 would be rounded to 0.95.

Option One

Check here if choosing this option

Vendor will provide a bid coefficient for the **entire UPB**, which is a normal and an after-hour coefficient. Vendor will then choose one or more UPBs they will be using:

- A. **Craftsman NCE-Bid Coefficient** **Normal Hours** **After Hours**
Craftsman **National Construction Estimator** (NCE) does not include overhead and profit in the price book. You will need to add 30% to your coefficient (as example only, may not be actual) as needed. This will make the Craftsman coefficient higher than 1.0 because overhead and profit (O&P) is not included in their UPB.

Example of Craftsman bid coefficients might be: Normal Hours - 1.25; After Hours - 1.35.

- B. **R.S. Means-Bid Coefficient** **Normal Hours** **After Hours**
R.S. Means has O&P built into their unit prices. PCA will not accept a bid coefficient higher than 1.0. In estimating costs using R.S. Means, the far-right hand column (100% cost installed) will be utilized when adding your bid coefficient to the quote.

Example: Using R.S. Means, a bid coefficient for Normal Hours of .90 would give the PCA Member a 10% discount from the cost book with local adjustment factor added in. An After Hours bid coefficient of .95 would give the PCA Member a 5% discount from the cost book with local adjustment factor added in.

- C. **Open Book (Cost Plus)** **Check here if choosing this option**
Texas does not allow the open book method; Vendors must submit bid coefficients for each cost book they routinely use.

In states, such as Arizona, allowing open book estimating, Vendor's overhead and profit are established and then approved by the PCA Member. Line-item estimates for items that are not being self-performed require three (3) quotes. The project is approved by the PCA Member.

- D. **Xactimate (Insurance Only)** **Normal Hours** **After Hours**
Xactimate may be used for insurance claims; however, additional work must be estimated using an established cost book.

Option Two

Check here if choosing this option

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Vendor may choose to bid coefficients only for a specific section(s) in a UPB. The same parameters apply for each section as stated above for each price book that is chosen. Check which UPB and what divisions you want to provide a coefficient for. You may choose one or more UPB and multiple divisions.

UPB

_____ Craftsman NEC
_____ RS Means
_____ Open Book (Cost Plus)
_____ Xactimate

Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____
Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____
Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____
Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____
Cost Book Division # _____ Bid Coefficient: Normal Hours _____ After Hours _____

Additional line items may be added to the above lines. Preferable one cost for all divisions being used.

Option Three (Not valid in Texas).
Open Book Meeting Arizona Code.

Check here if choosing this option

CONTRACT AMENDMENT

PCA Price Adjustment Policy for Contract Amendments

Contract amendment discounts must be commensurate with the original discount offered. PCA must be given sufficient time to review the request. The contract amendment request letter format is available from PCA Vendor's letter should include:

- Signature by company principal on company letterhead
- Contract number and title
- Product/service description
- Justification/explanation
- Contact information, and
- Pricing/price list (may be an attachment)

NEW PRODUCTS/SERVICES can be added to Vendor's contract as they become available; they must meet contract specifications. New products/services cannot be purchased under this contract until PCA has reviewed Vendor's request and accepted and executed a contract amendment. If a new product line is proposed, Vendor must submit a manufacturer's authorization letter.

PRICE DECREASES are accepted for existing products/services at any time during the contract term.

PRICE INCREASE requests must be tied to a market indicator such as the Cost Price Index (CPI) or Consumer Cost Index (CCI) or an equivalent justification.

UPDATED AND NEW MODULE ADDITIONS (if applicable) may be accepted for existing products at any time during the contract term. Changes may be made to update or replace original contracted modules. New modules providing additional capabilities may be added as long as the discount offered is the same as the PCA discount from the published schedule.