7145 West Tidwell Road ~ Houston, Texas 77092
(713) 744-6835
www.esc4.net

Publication Date: October 17, 2013

NOTICE TO BIDDER

SUBMITTAL DEADLINE: Thursday, April 3, 2014, 2:00 PM CST

Questions regarding this solicitation must be submitted in writing to Robert Zingelmann at questions@esc4.net or (713) 744-6835 no later than *March 27, 2014.* All questions and answers will be posted to both www.esc4.net and www.tcpn.org under Solicitations. Bidders are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this IFB shall not be binding and shall in no way excuse the responsive Bidder of the obligations set forth in this invitation.

Invitation for Bid (IFB)
by

Region 4 Education Service Center ("ESC")

for
Roofing Products and Related Services (AZ)

On behalf of itself, other government agencies and non-profits, made available through The Cooperative Purchasing Network "TCPN."

Solicitation Number 14-03

Note: Envelopes must be sealed, prominently marked with the IFB solicitation number, IFB title, IFB opening time/date and name of vendor. Electronic submissions of the IFB will not be accepted. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CST, at which time and place they will be opened publicly and recorded.

ATTENTION BIDDERS:

Submission of a bid confers NO RIGHT on a Bidder to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all bids, accept only a part of any bid, accept the bid deemed most responsible to Region 4 ESC, and waive any technicalities. The issuance of this IFB does not obligate Region 4 ESC to make an award or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the IFB, add, delete, or modify the contract and/or the terms of any bid submitted, extend the deadline for submission of bids, or withdraw the IFB entirely for any reason solely at Region 4 ESC's discretion. An individual bidder may be rejected if it fails to meet any requirement of this IFB. Region 4 ESC may seek clarification from a bidder at any time, and failure to respond within a reasonable time frame is cause for rejection of a bid.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Bidder believes that its response, or parts of its response, may be exempted from disclosure, the Bidder must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Bidder must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Bidder must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Bidder are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Bidder. Bidders are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this bid, or any part of our bid, is exempt from disclosure under the Public Information Act.

(*Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Bidder must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Bidder must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

_____ _____

Date *Authorized Signature & Title*

TABLE OF CONTENTS

A. Introduction……. p. 6

B. Scope…….…….…… p. 7

C. Definitions……..... p.7

D. General Terms and Instructions to Bidders……....p. 9
Evaluation Criteria…….……...p. 14

E. Appendix A: Vendor Contract Form……..……...p.18
Signature Page…….…..... p.31

F. Appendix B:
Product/Services……..…….……..p.32
Specifications
Minimum Requirements for Bidders
Standard Terms & Conditions for Construction - Arizona
Specifications

G. Appendix C: Pricing……..... p.42

H. Appendix D: General Terms & Conditions Acceptance Form…….....p.64
Facility Solutions Special Terms & Conditions
Certification Verification Letter
Facility Solutions Special Terms & Conditions Vendor Acceptance Form

I. Appendix E: Vendor Questionnaire……p.68

J. Appendix F: Company Profile……..p.72
References

K. Appendix G: Value Add……..……p.76

L. Appendix H: Additional Required Documents……..... p.67

M. Appendix I: Evaluation Questionnaire/Self-Checklist……...p.97

N. Appendix J: Certificates……..... p.98

O. Appendix K: Supplementary Catalogs and Consumer Information..... p.99

P. Appendix L: State Notice..……p.100

A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Participating Agencies") solicits bids from qualified bidders to enter into a Vendor Contract ("contract") for the goods or services solicited in this invitation.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities).

Region 4 ESC's purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network ("Region 4 ESC")

The Cooperative Purchasing Network ("TCPN") assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting bids and awarding contracts for commonly purchased products and services. Through the TCPN bid solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of Region 4 ESC

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

IV. Customer Service

- Region 4 ESC is dedicated to making our contracts successful for both our members and our awarded vendors.
- Region 4 ESC is committed to providing our members and awarded vendors with high quality service.
- Region 4 ESC has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for **Roofing Products and Related Services (AZ).** Awarded vendor(s) shall perform covered services under the terms of this agreement. Bidders shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the bid. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Bidder has existing cooperative contracts in place, Bidder is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Bidders may elect to limit their bids to a single service within any category, or multiple services within any or all categories.

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Region 4 ESC also requests any value add commodity or service that could be provided under this contract.

C. KEY DEFINITIONS

Key Definitions
(R7-2-1001)

1. Bidder Prequalification: determining in accordance with this Article that a prospective bidder or offeror satisfies the criteria for being included on the bidders' list.
2. Contract: means all types of agreements, including purchase orders, regardless of what they may be called, for the procurement of materials, services or construction or the disposal of materials.
3. Contract Modification: means any written alteration in the terms and conditions of any contract accomplished by mutual action of the parties to the contract.
4. Contractor: means any person who has a contract with a school district.
5. Cost: means the aggregate cost of all materials and services, including labor performed by force account.
6. Days: means calendar days and shall be computed pursuant to A.R.S. 1-243.
7. Detailed Record: means minutes, which shall include the date, time, place, persons in attendance and a summary of what was said by whom and the decisions made. The minutes may be made either in writing or by a recording.
8. District Representative: shall be a district employee who has been most closely involved in the procurement being protested or shall be the governing board. There may be more than 1 appointed for different purposes and different procurements.
9. Earth moving, material handling, road maintenance and construction equipment: means a track type tractor, motor grader, excavator, landfill compactor, wheel tractor scraper, off-highway truck, wheel leader or track loader having a published manufacturer's minimum unit list price of $50,000 and a minimum expected life cycle of 3 years.
10. Filed: means delivery to the district representative, school district, or its hearing officer, whichever is applicable. A time/date stamp affixed to a document by the school district shall be determinative of the time or delivery for purposes of filing.
11. Governing Board: has the meaning defined in A.R. S. 15-101(7)

12. Incremental award: means an award or portions of a definite quantity requirement to more than one contractor. Each portion is for a definite quantity and the sum of the portions is the total definite quantity required.
13. Information Systems: means a system of hardware, software or vendor support costing more than $100,000 that processes information or data by electronic data processing methods and devices.
14. Interested Party: means an actual or prospective bidder or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract or by the failure to award a contract. Whether an actual or prospective bidder or offeror has an economic interest will depend upon the circumstances of each case.
15. Invitation For Bids: means all documents, whether attached or incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed in R7-2-1024.
16. Materials: means all property, including equipment, supplies, printing, insurance and leases of property, but does not include land, a permanent interest in land or real property or leasing space.
17. May: denotes the permissive
18. Minor Informality: means mistakes, excluding judgmental errors that have negligible effect on price, quantity, quality, delivery or other contractual terms and the waiver or correction of such mistake does not prejudice other bidders or offerors.
19. Multiple Award: means an award of an indefinite quantity contract for 1 or more similar materials or services to more than 1 bidder or offeror.
20. Person: means any corporation, business, individual, union, committee, club, other organization or group of individuals.
21. Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
22. Purchase Description: means the words used in a solicitation to describe the materials, services or construction for purchase and include specifications attached to or made a part of the solicitation.
23. Responsible Bidder or Offeror: means a person who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.
24. Responsive Bidder or Offeror: means a person who submits a bid which conforms in all material respects to the invitation for bids or request for proposals.
25. Shall: denotes the imperative.
26. Solicitation: means an invitation for bids, a request for technical offers, a requests for proposals, a request for quotations or any other invitation or request by which the school district invites a person to participate in a procurement.
27. Specifications: means any description of a physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.
28. Standard Commercial Material: means material that in the normal course of business, is customarily maintained in stock or readily available by a manufacturer, distributor or dealer for the marketing of such material.
29. Telecommunication Systems: means systems costing more than $100,000 including but not limited to all instrumentalities, facilities, apparatus and services, for the transmission and reception of messages, impressions, signs, signals, pictures, sounds or any other symbols by wire, radio, optical cable, electromagnetic or other similar means.

30. Total Cost: means total cost as defined in A.R.S. 15-213(F)
31. Total Life Cycle Cost: means vendor costs, total school district costs and financing costs throughout the life cycle of the information systems or telecommunications systems being purchased or any other equipment purchased less residual value.

Other Definitions:
Bidder: is a person responding to an IFB
Procurement Code: is the Arizona State Procurement Code (Arizona Revised Statutes, Title 41, Chapter 23)
Procurement Rules: means the rules adopted by the Arizona State Board of Education (A.A.C. R7-2-1001, et. Seq.)

USFR: means the Uniform System of Financial Records

Contract Interpretation

1. All state and local laws shall apply to this contract. It is the responsibility of the contractor to follow state and local laws in the state/city in which he is conducting business under this contract.
2. Implied Contract Terms: Each Provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.

D. General Terms and Instructions to Bidders

This IFB document is made available only to shortlisted respondents to a RFQ document advertised earlier. However, it is the responsibility of the vendor to make certain that the company submitting a bid, along with appropriate contact information, is on file with Region 4 ESC for the purpose of receiving addenda.

I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted bids must contain one (1) bound and signed original copy of the solicitation, and two (2) electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided. Please see format requirements below. Vendor must also submit one (1) electronic bid free of propriety information to be posted on Vendor information page if awarded a contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Bid may be rejected for failure to comply with the requirements set forth in this invitation.

Region 4 ESC reserves the right to cancel solicitation, reject any or all bids, to accept any bid deemed most advantageous to the participants in Region 4 ESC and to waive any informality in the bid process. Participating agency or entity also reserves the right to cancel solicitation and reject any or all bids if it is advantageous to the school district.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Bidder and shall be included with the response. (See Appendix D).

II. **Bid Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Bidder's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Include a copy of the entire IFB document that you are responding to, prior to your tabulated response. This means that all pages prior to the Appendixes must be included before Tab 1. Tabs should be used to separate the response into sections. The following items identified must be included behind the tabs listed below. Bidders failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

Binder Tabs
Tab 1 – Entire Vendor Contract and Signature Form
– Facility Solutions Special T&C Acceptance Form
Tab 2 – Questionnaire (Appendix E)
Tab 3 – Company Profile (Appendix F, excluding References section)
Tab 4 – Evaluation Criteria Questionnaire (Appendix I)
Tab 5 – Product / Services (Appendix B)
Tab 6 – References (Appendix F)
Tab 7 – Pricing (Appendix C)
Tab 8 – Value Add (Appendix G)
Tab 9 – Certificates (Appendix J)
Tab 10 – Supplementary Catalogs and Consumer Information (may be in a separate binder)
Tab 11 – Required Documents
– Additional Required Documents (Appendix H)
– Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

Paper and Electronic Price Lists

Bidders must submit product price list. Products and prices listed will be used to establish both the extent of a manufacturer's lines available from a particular bidder and the pricing per item. Paper and magnetic media price lists must contain the following:

Manufacturer part #
Vendor part # (if different from manufacturer part #)
Product description
Manufacturers Suggested List Price and Net Price
Net price to TCPN (including freight)

Electronic price lists submitted must clearly be identified by including the vendor name, name of the RFP, and date on Compact Disc (CD). These must be placed in a plastic protective pouch. Electronic price lists shall be in Microsoft Excel format.

III. **Mailing of bids:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the office no later than the submittal deadline assigned for this solicitation.

From_____
Company_____
Address_____
City, State, Zip _____
Solicitation Name and Number _____Due Date and Time_____

IV. **Time for receiving bids**: Bids received prior to the submittal deadline will be kept secure and unopened. No bids received after the submittal time and deadline will be considered. Late bids will be returned to sender unopened.

V. **Inquiries and/or discrepancies**: Questions regarding this solicitation must be submitted in writing to Robert Zingelmann at **questions@esc4.net** or (713)-744-6835 no later than *March 27, 2014*. All questions and answers will be posted to both **www.esc4.net** and **www.tcpn.org** under **Solicitations**. Bidders are responsible for viewing either website to review all questions and answers prior to submitting bids. Please note that oral communications concerning this IFB shall not be binding and shall in no way excuse the responsive Bidder of the obligations set forth in this invitation.

VI. **Restricted and Prohibited Communications with Region 4 ESC:** During the period between the date Region 4 ESC issues this IFB and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Bidders shall restrict all contact with Region 4 ESC and direct all questions regarding this IFB, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this IFB and before selection is made, may result in disqualification of the bidder.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Bidders shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any bidder's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this IFB and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Bidders, assure that decisions are made in public, and to protect the integrity of the IFB process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this IFB or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable

Board policies, on a matter other than this IFB or in connection with a presentation requested by Region 4 ESC's representatives.

VII. **Addenda:** if required, will be issued by Region 4 ESC to all those known to have received a complete set of Bid documents. The vendor shall acknowledge on the Signature Form the number of addenda received.

VIII. **Calendar of events (subject to change)**:

Event	**Date:**
Issue IFB	February 12, 2014
Pre-bid Conference	None
Deadline for receipt of questions via email	March 27, 2013
Issue Addendum/a (if required)	To Be Determined
Bid Due Date	April 3, 2014
Approval from Region 4 ESC	June 17, 2014
Contract Effective Date	July 1, 2014

E. CONDITIONS OF SUBMITTING BIDS

IX. **Amendment of Bid**: A bid may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. **Withdrawal of bids**: Withdrawal of bids prior to the opening date will be permitted. Withdrawal of bid will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Bidder advises that it made a clerical error that is substantially lower than it intended. In such case, Bidder must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Bidder should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their bid withdrawal.

XI. **Clarifications**: Region 4 ESC may, by written request, ask a Bidder for additional information or clarification after review of the bids received for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the bid. Clarification does not give Bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision. Region 4 ESC will not assist Bidder in bringing its bid up to the level of other bids through discussions. Region 4 ESC will not indicate to Bidder a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Bidders' bids or prices.

XII. **Specifications**: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Bidder must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, Region 4 ESC specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Bidder information as to the general style, type and kind

requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Bidders should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

XIII. **Quality of Materials or Services**: Bidder shall state the brand name and number of the materials being provided. If none is indicated then it is understood that the bidder is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

XIV. **Samples**: Upon request, samples shall be furnished to Region 4 ESC free of cost within seven (7) days after receiving notice of such request. By submitting the bid Bidder certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Bidder agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

XV. **Deviations and Exceptions**: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

XVI. **Change Orders**: The awarded vendor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order. Participating agency and awarded vendor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Change orders shall be properly documented in writing.

XVII. **Manufacturer's Representative**: Bidders submitting bids as a manufacturer's representative shall be able to supplement offer with a letter from the manufacturer certifying that bidder is an actual dealer for that manufacturer and that the bidder is authorized to submit a bid for that product, and which guarantees that if the bidder should fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume the bidder's obligations or arrange for fulfillment thru another competent dealer to complete the balance of the project.

XVIII. **Formation of Contract**: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

XIX. **Estimated Quantities**: Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and

usage of other contracts that may have included similar services, however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. Based on historical data and similar contracts, estimated usage may reach and/or exceed 20 Million Dollars annually. The actual usage will depend on the needs of members. This information is provided solely as an aid to contract vendors in preparing bids only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XX. **Multiple Awards**: Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

XXI. **Non-Exclusive**: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

F. AWARD PROCESS

XXII. **Award or rejection of bids**: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is/are determined to be the lowest cost and most responsible to participating agencies, price and other factors considered. If a discrepancy arises between the unit price or rate and the extension of that unit price, the unit price/rate will prevail. Region 4 ESC reserves the right to use a “Market Basket Survey” method, based on randomly selected criteria to determine the most responsible response. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document. Bids that are materially non-responsive will be rejected and Region 4 ESC will provide notice of rejection to the Bidder.

XXIII. **Evaluation Process**: In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. All products and services available
2. Pricing for all available products and services
3. Pricing for warranties on all products and services
4. Ability of Customers to verify that they received contract pricing
5. Payment methods
6. Other factors relevant to this section as submitted by the proposer

Performance Capability (30 Points)

1. Ability to deliver products and services
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines

8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Bidder's safety record
15. Instructional materials
16. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (20 Points)

1. Bidder reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or Region 4 ESC members
4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this IFB
10. Bonding capabilities (if applicable)
11. Certifications in the Industry
12. Company profile and capabilities
13. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXIV. **Competitive Range**: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXV. **Evaluation**: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVI. **Past Performance**: A vendor's performance and actions under previously awarded contracts regarding a vendor's actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the vendor is likely to provide quality goods and services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the bidder's businesslike concern for the interests of the customer.

XXVII. **Taxes (State of AZ bidders only):** All applicable taxes in the offer will be considered by the School District/public entity when determining the lowest bid or evaluating proposals, except

when a responsive Bidder which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Bidders in state and out of state, shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.

G. OPEN RECORDS POLICY

XXVIII. **Proprietary Information**: Because contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a bidder believes that its response, or parts of its response, may be exempted from disclosure, the bidder must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Bidder must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Bidder must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Bidder are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any bidder. Bidders are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. The amount of each bid, and such other relevant information as may be specified by rule, together with the name of each bidder shall be recorded. This record shall be open to public inspection at the bid opening in a manner prescribed by rule.

H. PROTEST OF NON-AWARD

XXIX. **Protest Procedure**: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Robert Zingelmann and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by IFB number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested
5. Any protest review and action shall be considered final with no further formalities being considered.

I. NON-COLLUSION, EMPLOYMENT AND SERVICES

XXX. By signing the Offer and Acceptance form or other official contract form, the bidder certifies that:

1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and

2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

J. VENDOR CERTIFICATIONS

XXXI. Vendor certifications will include applicable M/WBE, HUB, and manufacturer certifications for sales and service, installation and application.

K. LIMITATION OF LIABILITY

XXXII. **Waiver**: BY SUBMITTING A BID, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, OR AGENTS AND THE MEMBERS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXIII. NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE IFB, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____

_____ ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract ."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 4 ESC; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure**:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

1.6 **Construction Contract Requirement:** Any contract between the prime contractor and participating agency, based on this contract, the terms and conditions of this contract will prevail. In any contract between the member and the prime contractor, the scope of work will include all specifications, drawings and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions. The prime contractor will acquire and pay for all permits and approvals from local, county and state offices needed to accomplish the work of this contract. The actual cost of permits, licenses and approvals may be invoiced to the buyer only if included in the original quotation and scope of work.

A contract between the participating agency and the prime contractor for construction shall be an industry standard agreement. No additional document that would negate in whole or in part the Region 4 ESC contract will be acceptable. Terms for acceptance by the participating agency and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project. If any work is to be performed by the participating member, it must be clearly defined and agreed to by the TCPN member and the prime contractor prior to the start of the project.

1.7 **Construction Schedule**: The participating agency retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement. The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor. The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The participating agency shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule. The contractor and member shall coordinate activities so as to avoid conflicts.

1.8 **Bid Security** (in AZ and all other States with such requirement): All competitive sealed bidding for construction requires the submission of a bid security in an amount equal to 10% of the bid, at the time the bid is submitted, but no less than $35,000.00. Failure to comply with this requirement may be grounds for rejection. Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state that the work is to be performed. This requirement may be waived, if authorized by the applicable state statutes.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years, in one year extensions, if agreed to by Region 4 ESC. . Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on a contact whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each one-year extension annually or at the same time.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

3.2. **Compliance**: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Bidder's promise**: Bidder agrees all prices, terms, warranties, and benefits granted by Bidder to Members through this contract are comparable to or better than the equivalent terms offered by Bidder to any present customer meeting the same qualifications or requirements

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Bidder contract documents**: Region 4 ESC will review proposed bidder contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of contract**: The form of contract for this solicitation shall be the Invitation for Bid, the awarded bid(s) to the lowest responsible bidder(s), and properly issued and reviewed purchase orders referencing the requirements of the Invitation for Bids. If a firm submitting a bid requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the bid.

4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor

unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.

4.7. **Order of precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials,

work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures**: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Region 4 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment**: Bidder shall provide a letter in the bid notifying Region 4 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes bidder or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions**: Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges**: Unless bought on F.O.B. "shipping point and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays**: Region 4 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for

which the Region 4 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating *"Per TCPN Contract".* The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Progress payments**: Progress payments may be made by the participating agency to the contractor on the basis of a duly certified and approved estimate of the work performed during the preceding month, if both parties agree to such a payment schedule. All progress payments must be invoiced to the participating member. It is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the bidder that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment that the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted by applicable State law. In such cases, the bidder agrees to hold member harmless for any deficiency payment.

The prime contractor must agree to pay any subcontractors or material Vendors within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved. The contractor shall pay TCPN progress payments in accordance with this paragraph.

At which time all bonds are in place, the prime contractor and the participating member will agree upon a schedule of payments based on identifiable milestones. Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

8.4 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.5 **Performance and Payment Bonds** (in applicable states): Upon execution of a contract between participating agency and prime contractor, performance and payment bonds shall be provided to the member as required by state law. The prime contractor agrees to notify the member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with Region 4 ESC may be terminated. The contractor may be asked to supply copies of performance and payment bonds to Region 4 ESC for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the Region 4 ESC member shall be executed by a surety company authorized to do business in the state of the member or in the ruling jurisdiction of the member. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate. An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a

surety company authorized to do business in the state of the member or the ruling jurisdiction of the member.

8.6 **Retention**: When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the participating member is satisfied with the progress of the work. After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the participating member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to participating member for each progress payment.

If the participating member and the prime contractor agree to a substitute security, the prime contractor must provide participating member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the member.

8.7 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at **reporting@tcpn.org**. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in this section:

Vendor Name
TCPN Report
Month of _____

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total _____

ARTICLE 9- PRICING

9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be

notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay **4% administrative fees** to TCPN. Sales will be calculated for fiscal year of January 1st through December 31st and reset each year.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- BIDDER PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.

11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Bidders with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

12.2 **Site Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered

sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support**: It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, bidder must notify Region 4 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

13.2 **Disclosures**: Bidder affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Bidder affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and Region 4 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: The Bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC and Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of the Region 4 ESC or Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than $1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors**: Prime contractor shall not enter into any subcontract subject to this solicitation without prior approval from Region 4 ESC. Any/all subcontracts shall abide by the terms and conditions of this solicitation and resulting contract.

No subcontract relationships shall be entered into with an unlicensed party. Contractor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract.

13.8 **Legal Obligations**: It is the Bidder's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this IFB and any awarded contract and shall comply with all while fulfilling the IFB. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Open Records Policy**: Because contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Bidder must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Bidder must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Bidder are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Bidder are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this bid.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Accepted by The Cooperative Purchasing Network:

Term of contract _____to _____

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional (4) years if agreed to by Region 4 ESC. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

_____ _____
Region 4 ESC Authorized Board Member Date

_____
Print Name

TCPN Contract Number _____

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

Repair, Restoration and Maintenance of Roofing Systems

Region 4 Education Service Center is seeking to contract with a qualified contractor or contractors to provide roofing, and shall provide for remedial repairs/maintenance procedures/comprehensive maintenance and replacement. Projects may include but are not limited to waterproofing, inspection, renovations, investigations, major and/or minor repairs, new roof application, and weatherproofing existing roofs. The roof shall be installed in strict accordance with the manufacturer's recommended procedures. Any roof replacement shall be designed and installed to current code.

Region 4 ESC is seeking to contract with roofing contractors who have the ability to supply, install, repair and maintain a variety of types and styles of roofs. Not necessarily a contractor who manufactures the products but who can supply the product as well as install, repair and maintain the roof system.

If a bidder is awarded a contract by Region 4 ESC and at a later date would like to add additional states, then a written request must be made to TCPN documenting that the contractor is licensed to do work in that requested state and provide all relevant documentation. It is the intent of TCPN in this document to meet each state's statutory requirements for providing Roofing Products and Services in that jurisdiction.

Minimum Requirements for Bidders

Bidder Qualifications:

- Bidder shall have extensive knowledge and a minimum of 5 years experience in the roofing industry and have the ability to show experience with different types of roofing applications.

Provide verification of experience:

- Bidder and/or employees shall be certified installers/applicators for products which bidder is providing pricing for within this solicitation.

Provide verification of certifications, training, licenses, etc.

- Bidder shall have extensive knowledge and experience in doing business with governmental entities as a sole provider without the use of a subcontractor.

Provide verification:

- Bidder's company shall have the ability to provide "Self Perform" work for TCPN member projects.

Explain your company's ability to "self perform"

- Bidder shall have the ability to provide service to all or part of the state of Arizona.

Explain which areas of Arizona your company is able to perform work for TCPN members.

- Bidder shall have aggregate bonding capabilities for multiple projects being performed simultaneously.

Bid Security:

Arizona school procurement rules R7-2-1111 (A) requires that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS 15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above (35,000.00).

Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one-time bid bond underwritten by a surety company licensed to issue bid bonds in the state of Arizona R7-2-1111 (B,C). Bid Security may be provided by using the form supplied within this IFB (See form titled Bid Security).

Change Orders: The contractor shall follow the requirements of all specifications and drawings as closely as construction will permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

TCPN member and contractor shall establish a procedure for identifying and approving changes to the work. Procedure shall include provisions for field change orders. Contractor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1008.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the Prime Contractor that do not involve compensation may be made without documentation.

Buyer Delays: In accordance with ARS 15-213 (D), the prime contractor will negotiate with the TCPN member for the recovery of damages related to expenses incurred by the contractor for a delay for which the TCPN member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that TCPN will not be responsible for any late fees due the prime contractor by the TCPN member.

Cancellation: TCPN reserves the right to cancel a contract from this IFB if the original contract holder is sold and ownership is transferred to a new party. If TCPN cancels the contract, the cancellation clause will be exercised as required.

Construction Contract Requirement: Any contract between the prime contractor and the TCPN member based on this contract, the terms and conditions of this contract will prevail. In any contract between TCPN member and the prime contractor, the scope of work will include all specifications, drawings and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions. The prime contractor will acquire and pay for all permits and approvals from local, county and state offices needed to accomplish the work of this contract. The actual cost of permits, licenses and

approvals may be invoiced to the buyer only if included in the original quotation and scope of work.

A contract between the TCPN member and the prime contractor for construction shall be an industry standard agreement.

Terms for acceptance by the TPCN member and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project.

A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. ARS 15-213 & 34-227

If any work is to be performed by the TCPN member, it must be clearly defined and agreed to by the TCPN member and the prime contractor prior to the start of the project.

Construction Schedule: The TCPN member retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement.

The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The TCPN member shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule.

Coordination: The contractor and the TCPN member shall coordinate activities so as to avoid conflicts. The contractor will make every effort not to interrupt scheduled activities with work under this contract. The contractor will notify the member of any construction work that may negatively impact scheduled member activities.

The contractor shall coordinate with other contractors and vendors so that work may be properly coordinated.

The contractor shall employ such methods or means as will not cause any interruption of, or interference with work of any other contractor on the project site.

Condition and Delivery of Construction Material: The prime contractor will deliver materials to the worksite in new, dry, unopened, and well marked containers showing product and prime

contractor's name clearly marked. Delivery of damaged or unlabeled materials will not be accepted.

The prime contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the TCPN member's designated contact person.

The contractor shall take all necessary precautions to protect materials from damage, theft and misuse. The TCPN member shall have no responsibility for such precautions or lack of protection.

Damaged or rejected materials shall be immediately removed from the project area.

Insurance: Upon request from TCPN member, contractor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the project called for in the purchase order. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment.

Contractor shall pay for the deductibles required by the insurance provided under this agreement.

During the life of the contract, contractor agrees to save and hold harmless TCPN and it's members from any and all liability for loss or damage to persons or property arising out of work required by this contract. Contractor further agrees to waive any right of recovery against TCPN and it's members for damage to property of contractor, whether caused by negligence on the part of TCPN member or otherwise. This provision includes specifically the waiver of right of recovery against TCPN and TCPN members for fire damage to property under contract and not yet formally accepted by the TPCN member, even though the property at the time of loss may be occupied in whole or in part by TCPN member. Evidence of insurance shall be required as outlined in the General Terms and Conditions section of this contract. Insurance shall provide adequate protection for contractor and contractor's subcontractors respectively, against damage claims which may arise from operations under this contract whether such operations be by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States and licensed to do business in Arizona.

Certificates of Insurance

Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the participating agency prior to commencement of work. The insurance company shall be licensed in the State of Texas and shall be acceptable to the TCPN participant or the insurance company will be licensed in the state in which the work is being performed under this contract. The Vendor shall give the TCPN participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The vendor will add the TCPN participant as an additional insured if requested at the cost of the vendor.

Contractor's Liability Insurance	Minimum Coverage
Employer's insurance:	
Worker's Compensation	Statutory
Employer's liability:	

Bodily injury by accident	
Each Occurrence	$100,000.00
Bodily injury by disease	
Each Employee	$100,000.00
Policy Limit	$2,000,000.00

Commercial General Liability

Includes: Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage:

Single limit	$500,000.00
Unimpaired aggregate	$500,000.00

Comprehensive automobile liability:

Include non-ownership and hired car coverage as well as owned vehicles.

Bodily damage	
Each Person	$250,000.00
Each Occurrence	$500,000.00
Property damage	
Each Occurrence	$250,000.00

Labor Practices: The prime contractor must agree to treat its labor in keeping with the labor contract agreement and to the best interest of the TCPN member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the TCPN member must be limited to only those approved by the TCPN member.

The method and manner of performance must be stated: employees of the prime contractor are not employees of the TCPN member. The level of competency of the personnel will be subject to approval by the TCPN member. The prime contractor must agree to comply with all local, state and federal laws. Prime contractor must make every effort to ensure that adjoining property owners are in no way disturbed by noise, pollutants, material hauling operations. Prime contractor must establish procedures to deal with fire, theft, and storm damage. Prime contractor must test and establish effective methods to guarantee safety on the job site relating to the health and welfare of the TCPN member's employees.

TCPN member shall have the right to require prime contractor to remove from the project, any employee or representative, subcontractor or supplier that may be deemed incompetent, careless or unacceptable.

To ensure quality of workmanship, all work performed under this contract shall be performed by experienced, trained, certified and/or licensed craftsmen and laborers, and shall be under the supervision of the foremen or supervisor.

Prime contractor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work being performed under this contract.

Liquidated Damages: Any agreements pertaining to Liquidated Damages and/or early completion incentives shall be made by and between the TCPN member and the prime contractor

Performance and Payment Bonds: Performance Bonds between the TCPN member and the prime contractor shall be on the forms acceptable in the jurisdiction where they are performing the work.

Upon execution of a contract between TCPN member and prime contractor, performance and payment bonds shall be provided to the member as required in R7-2-1112 (A,B,C,D). The prime contractor agrees to notify the TCPN member in writing of this requirement before accepting any work orders. If the prime contractor fails to deliver any required performance or payment bonds, the contract with TCPN may be terminated. The contractor may be asked to supply copies of performance and payment bonds to TCPN for administrative purposes.

An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the prime contractor and the TCPN member shall be executed by a surety company authorized to do business in the state of Arizona. This bond will protect all persons supplying labor and material to the prime contractor for the performance of the work provided in the contract. Such bonds are taxable at the contractor's tax rate.

An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the prime contractor shall be executed by a surety company authorized to do business in the state of Arizona.

Progress Payments: R7-2-1115 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the TCPN member. It is the responsibility of the TCPN member to review and approve any estimates of work completed. If the TCPN member issues a written statement to the bidder that the estimate of work is not approved and certified, the TCPN member may withhold an amount from the progress payment that the TCPN member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1115 (A). In such cases, the bidder agrees to hold TCPN member harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

At which time all bonds are in place, the prime contractor and the TCPN member will agree upon a schedule of payments based on identifiable milestones.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

Project Completion: Upon completion of the work, the contractor shall present the TCPN member with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the TCPN member.

Unfinished work, even if final payments are made, if the TCPN member discovers an unfinished job that should have been completed, the contractor will complete the work in a timely fashion at no additional cost.

Public Works: The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. The requirement shall apply to the surface and hidden features of the property.

Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building. Plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public Building" means a building or appurtenance to a building that is built in whole or in part with public monies (ARS 34-461)

Receipt of Public Funds: Contractors and subcontractors will meet the requirements of ARS 34, Article 3 for eligibility to receive public funds.

Residency Requirement: ARS 34-302 states that only persons who have been for not less than on year, a bona fide resident of the state of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS 34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen, or mechanics in the construction, alteration or repair of public buildings or improvements". It shall be the responsibility of the contractor to comply with these laws when applicable.

Restoration: The contractor shall agree to repair, rebuild or otherwise restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense and is not subject to reimbursement by the TPCN member.

Retention: When fifty (50) percent of the work is completed, on half of the amount retained shall be paid to the prime contractor if the prime contractor requests payment and if the TCPN member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member

determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

Ten (10) percent of all contract payments shall be retained by the TCPN member as insurance of proper performance of the prime contractor. Prime contractor agrees to identify the amount to be retained on invoices to TCPN member for each progress payment.

If the TCPN member and the prime contractor agree to a substitute security, the agreement must be in full compliance with R7-2-1114 (B,C,D,E). If a substitute security is agreed to, the prime contractor must provide TCPN member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against TCPN member.

Rules, Regulations & Codes: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the TCPN member of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or standard.

Contractor must advise TCPN member whenever work is expected to be hazardous to school children, district employees and/or operators.

Non Payment/Non Performance: All suits for nonpayment or nonperformance shall be filed in accordance with R7-2-1112 (D)

Warranty/Maintenance Contracts: The prime contractor or manufacturer may offer extended warranties available to the TCPN member at an additional cost. The maintenance contract or warranty must be offered as a separate line item on this IFB.

The contractor will perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

Worksite: The TCPN member shall provide an all weather road to the site and prepare the site with room for construction supplies and equipment.

The condition of the site before start up will be agreed upon between the buyer and the prime contractor and will be written into the contract.

Upon prior written agreement between the prime contractor and the TCPN member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the worksite or some other location, for installation at a later date. An inventory of the stored materials must be provided to the TCPN member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss and damage. Contractor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of TCPN member and be separated from other materials. TCPN member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the TCPN member, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials

and equipment shall pass to the TCPN member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

Appendix C:

PRICING

Electronic Price Lists

- Bidders must submit products, services, warranties, etc. in price list.

- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.

- Electronic price lists must contain the following: *(if applicable)*
    - Manufacturer part #
    - Vendor part # (if different from manufacturer part #)
    - Description
    - Manufacturers Suggested List Price and Net Price
    - Net price to Region 4 ESC (including freight)

- Media submitted for price list must include the Bidders' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

Not to Exceed Pricing

- Vendor must allow for lower pricing to be available for similar product and service purchases.
- Vendor must complete the following price list for Roofing Products and Services below (pages 43 -63).

ROOFING PRODUCTS & SERVICES PRICE LIST

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
	Water Resistant Roofing		
1	Pressure cleaning, vertical walls	SF	
2	Pressure cleaning, horizontal surfaces	SF	
3	Roof scanning to identify wet or substandard room components to be removed	SF	
4	Asphalt emulsion coating, waterproofing, brush applied, per coat	SF	
5	Rubberized coating waterproofing, brush applied, per coat	SF	
6	Vinyl/acrylic resin, dampproofing, brush applied per coat.	SF	
7	Non-pigmented synthetic resin, waterproofing, one coat sprayed on	SF	
8	Caulking: remove existing, clean and prime joint	LF	
9	Caulking, epoxied urethane compound, 2 component, 1/4” x 1/4”, in place	LF	
10	Caulking, polyurethane, 1 component, 1/4” x 1/4”, in place	LF	
11	Caulking, polyurethane, 1 component, 1/2” x 1/2”, in place	LF	
12	Caulking, silicone rubber, 1 component, 1/4” x 1/4”, in place	LF	
13	Caulking, epoxied urethane compound, 2 component, 1/4” x 1/4”, in place	LF	
14	Caulking, silicone rubber, 1 component, 3/4” x 3/8”, in place	LF	
15	Backer rod, polyethylene, 3/8” diameter, installed in prepared opening	LF	
16	Backer rod, polyethylene, 1/2” diameter, installed in prepared opening	LF	
17	Backer rod, polyethylene, 3/4” diameter, installed in prepared opening	LF	
18	Backer rod, polyethylene, 1” diameter, installed in prepared opening	LF	
19	Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place	SF	

20	Building paper, asphalt felt sheathing paper, 1 ply, 40#, in place	SF	
21	Building paper, red rosin paper, 5 square rolls, 4#, in place	SF	
22	Vapor retarder adhered, 2 ply inorganic, glass Type 15, applied in Type IV (or appropriate type) asphalt, in place	SF	
23	Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place	SF	
24	Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4’ x 8’ x 1/4” glass-mat embedded, water resistant gypsum core panel mechanically fastened	SF	
	Insulation		
1	Demolition of roof insulation, per inch of depth	SF	
2	Demolition of lightweight cementitious fills, per inch of depth	SF	
3	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1” thick, R-6.6, applied Type IV asphalt		
3a	Hot applications	SF	
3b	Cold applications	SF	
4	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1 1/2” thick, R-10.0, applied Type IV asphalt		

4a	Hot applications	SF	
4b	Cold applications	SF	
5	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets, 1” thick, R-6.6, mechanically fastened	SF	
6	Roof deck insulation, Isocyanurate in 4’ x 4’ or 4’ x 8’ sheets with fiberglass facers, 1 1/2” thick, R-10.0, mechanically fastened	SF	
7	Roof deck insulation, fiberboard in 4’ x 4’ sheets, 1/2” thick, R-1.39, applied Type IV asphalt		
7a	Hot applications	SF	
7b	Cold applications	SF	
8	Roof deck insulation, fiberboard in 4’ x 8’ sheets, 25/32” thick, R-2.4, installed hot/cold or mechanically attached coated six sides		
8a	Hot applications	SF	
8b	Cold applications	SF	
8c	Mechanically attached	SF	
9	Roof deck insulation, fiberboard in 4’ x 4’, 1” thick, R-2.78, applied Type IV asphalt (or appropriate asphalt), coated six sides		
9a	Hot applications	SF	
9b	Cold applications	SF	
10	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2” thick, R-1.39, mechanically fastened, coated six sides	SF	
11	Roof deck insulation, fiberboard in 4’ x 4’, 1” thick, R-2.78, mechanically fastened, coated six sides	SF	
12	Roof deck insulation, lightweight cellular wire reinforced concrete fill, R-value depending on thickness, per inch of depth	SF	
13	Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth	SF	

14	Roof deck insulation, vermiculite at 1/4:12, R-value depending on thickness, per inch of depth	SF	
15	Roof deck insulation, gypsum panels, 3” thick	SF	
16	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8” per foot slope, Type IV asphalt, per inch of depth	SF	
17	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4” per foot slope, Type IV asphalt, per inch of depth	SF	
18	Cold insulation adhesive	SF	
19	CDX Gypsum, 1/4" x 4' x 8'		
19a	Mechanically attached	SF	
19b	Set into adhesive	SF	
20	CDX Gypsum, 1/2" x 4' x 8'		
20a	Mechanically attached	SF	
20b	Set into adhesive	SF	
21	CDX Gypsum with fiberglass, facer: 1/4" x 4' x 8'		
21a	Mechanically attached	SF	
21b	Set into adhesive	SF	
22	CDX Gypsum with fiberglass facer: 1/2” x 4’ x 8’		
22a	Mechanically attached	SF	
22b	Set into adhesive	SF	
	Roof Tiles and Shingles		
1	Remove composition shingles and felts to decking	SF	
2	Test for asbestos prior to removal	SF	
3	Remove clay, concrete, or slate roof tiles to decking	SF	

4	Remove wood shingles and felts to decking	SF	
5	Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater	SF	
6	Shingles, fiberglass, Class A, 30-year, premium laminated multilayered	SF	
7a	Replace clay or concrete roof tiles	Each	
7b	Replace/repair other shingles	Each	
8	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	
	Roofing and Roof Restoration		
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	
2	Remove single-ply roof: ballast, and membrane only	SF	
3	Remove single-ply roof, membrane partially or fully adhered	SF	
4	Remove single-ply roof, membrane mechanically attached	SF	
5	Remove copper sheet roofing	SF	
6	Base sheet, 3-ply fiberglass, Type IV (or appropriate type) asphalt (17 year roof)	SF	
7	Base sheet, 4-ply fiberglass, mechanically attached (17-year roof)	SF	
8	Fiberglass cap finishing membrane	SF	
9	Base sheet with 2 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
10	Base sheet with 3 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
11	Base sheet mechanically attached with 4 ply, Type VI fiberglass felts, Type IV (or appropriate type) asphalt	SF	
12	Nail base sheet, 3 ply Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate type) asphalt.	SF	

13	Base sheet with 4 ply; 2 polyester and 2 fiberglass felts, Type IV (or appropriate type) asphalt (20 year roof)	SF	
14	Built-up roof, base sheet with 3 ply polyester roofing sheet, Type IV (or appropriate type) asphalt (20 year roof)	SF	
15	Built-up roof, base sheet with 3 ply Type GS fiberglass, cold process adhesive (20 year roof)	SF	
16	Built-up roof base sheet plus 4 ply Type G2 fiberglass, cold process adhesive (30 year roof)	SF	
17	Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15 year roof)	SF	
18	Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate type) (20 year roof)	SF	
19	Built-up roof, base sheet, G-2, 33 lb., mechanically attached	SF	
20	Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt	SF	
21	Built-up roof, premium asphalt, added cost per ply per square foot	SF	
22	Built-up roof, modified bitumen adhesive, added cost per ply per squre foot	SF	
23	Built-up roof, surface with cold asphaltic surfacing adhesive and gravel	SF	
24	Built-up roof, surface with emulsion and granules	SF	
25	Built-up roof, surface with emulsion and aluminum coating	SF	
26	Built-up roof, surface with emulsion and white elastomeric coating	SF	
27	Built-up roof, surface with aluminum coating or paint	SF	
28	Built-up roofing, surface with high solids white elastomeric coating	SF	
29	Built-up roofing repairs; fibered ashpalt mastic, brush grade, with fiberglass mesh.	SF	

30	Built-up roofing repairs; pitch-based mastic, with fiberglass mesh	SF	
31	Built-up roofing repairs; elastomeric mastic, with fiberglass mesh	SF	
32	Built-up roofing restoration, coal tar pitch roofs	SF	
33	Built-up roofing rrestoration, odorless, coal tar pitch or asphalt roofs	SF	
34	Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened	SF	
35	Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened	SF	
36	Single-ply roofing repairs (CSPE, PVC, and EPDM)		
36a	CSPE	SF	
36b	PVC	SF	
36c	EPDM	SF	
37	Flashing membrane, 2 ply, Type IV or Type VI fiberglass	SF	
38	Flashing membrane, 1 ply polyester and 1 ply modified bitumen	SF	
39	Flashing membrane, 2 ply, polyester	SF	
40	Flashing membrane, CSPE	SF	
41	Flashing membrane, CSPE with aluminum coating	SF	
42	Polyurethane foam roofing	SF	
43	Additional Polyurethane foam coating	SF	
44	Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened	SF	
45	Single-ply roof, EDPM, 60 mils fully adhered	SF	
46	Built-up roof, base sheet with 3 ply trilaminate ply, cold process adhesive (25 year roof)	SF	
47	Built-up roof, surface with premium asphalt, and gravel.	SF	
48	Built-up roof, surface with Fire Retardent Aluminum coating or paint, single coat	SF	
49	Modified Bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive	SF	
50	Built-up roof, 3 ply fiberglass felts, Type IV asphalt	SF	

51	Single ply Roof, 45 mils fully adhered with bonding adhesive	SF	
52	Single ply roof, TPA Fleece Back, 45 mils fully adhered with hot asphalt	SF	
53	Single ply roof, 45 mils mechanically attached	SF	
54	Base sheet mechanically attached with 3 ply fiberglass felts, Type 1 - Coal Tar Pitch	SF	
55	Base sheet mechanically attached with 3 ply Organic felts, Type 1 - Coal Tar Pitch	SF	
56	Built-up roof, 4 ply Fiberglass felts, Type 1 Coal Tar Pitch	SF	
57	Build-up roof, 4 ply Organic felts, Type 1 Coal Tar Pitch	SF	
58	Built-up roof, surface with hot Coal Tar Pitch and gravel	SF	
59	Single ply repairs using 2 coat polyurethane, elastomeric coating system	SF	
60	Single ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement	SF	
61	Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt	SF	
62	Single ply roof 60 mils fully adhered with bonding adhesive	SF	
63	Built-up roof, 1 ply Trilaminate, 1 ply Modified Bitumen Sheet, fire rated	SF	
	Masonry		
1	Brick, remove and reset, 1 to 50 sq ft	SF	
2	Brick, remove and reset, over 50 sq ft	SF	
3	Block, remove and reset	SF	
4	Coping stones, remove and reset	Each	
5	Brick, block or coping removal	Each	
6a	Brick, block and brick exterior wall maintenance, repair and application of protective coatings.		
6b	Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swingstage 4”, 6” and 8” block (high-rise)	Each	

6c	Selective Demolition of Brick Masonry Units with perimeter saw cutting - swingstage one, two, and three wythe (high-rise)	SF	
6d	Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding one, two and three wythe (low-rise)	SF	
7	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Swingstage (high-rise)		
7a	Removal of existing mortar (½” wide by ¾” depth)	SF	
7b	Removal of existing mortar (¾” wide by ¾” depth)	SF	
7c	Removal of existing mortar (½” wide by 1½” depth)	SF	
7d	Removal of existing mortar (¾” wide by 1½” depth)	SF	
8	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Scaffolding (low-rise)		
8a	Removal of existing mortar (½” wide by ¾” depth)	SF	
8b	Removal of existing mortar (¾” wide by ¾” depth)	SF	
8c	Removal of existing mortar (½” wide by 1½” depth)	SF	
8d	Removal of existing mortar (¾” wide by 1½” depth)	SF	
9	New Pointing Work – Swingstage (high-rise)		

9a	Furnish and install new mortar (½” wide by ¾” depth)	SF	
9b	Furnish and install new mortar (¾” wide by ¾” depth)	SF	
9c	Furnish and install new mortar (½” wide by 1 ½” depth)	SF	
9d	Furnish and install new mortar (¾” wide by 1 ½” depth)	SF	
10	New Pointing Work – Scaffolding (low-rise)		
10a	Furnish and install new mortar (½” wide by ¾” depth)	SF	
10b	Furnish and install new mortar (¾” wide by ¾” depth)	SF	
10c	Furnish and install new mortar (½” wide by 1 ½” depth)	SF	
10d	Furnish and install new mortar (¾” wide by 1 ½” depth)	SF	
11	Removal of Roof Parapets – Swingstage (high-rise)		
11a	Removal of 3 wythe brick parapet wall (24” high)	SF	
11b	Removal of 3 wythe brick parapet wall (42” high)	SF	
11c	Removal of 2 wythe brick parapet wall (24” high)	SF	

11d	Removal of 3 wythe brick parapet wall (42” high)	SF	
12	Removal of Roof Parapets – Scaffolding (low-rise)		
12a	Removal of 3 wythe brick parapet wall (24” high)	SF	
12b	Removal of 3 wythe brick parapet wall (42” high)	SF	
12c	Removal of 2 wythe brick parapet wall (24” high)	SF	
12d	Removal of 3 wythe brick parapet wall (42” high)	SF	
13	Reconstruction of Brick Masonry Roof Parapets – Swingstage (high-rise)		
13a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24” high)	SF	
13b	New brick masonry parapet w/stone coping and flashings (3 wythe - 42” high)	SF	
13c	New brick masonry parapet w/stone coping and flashings (2 wythe - 24” high)	SF	
13d	New brick masonry parapet w/stone coping and flashings (2 wythe - 42” high)	SF	
14	Reconstruction of Brick Masonry Roof Parapets – Scaffolding (low-rise)		
14a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24” high)	SF	

14b	b) New brick masonry parapet w/stone coping and flashings (3 wythe - 42” high)	SF	
14c	c) New brick masonry parapet w/stone coping and flashings (2 wythe - 24” high)	SF	
14d	d) New brick masonry parapet w/stone coping and flashings (2 wythe - 42” high)	SF	
15	New Throughwall Flashings – Swingstage (high-rise)		
15a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
15b	Removal and replacement of steel lintel	SF	
15c	Furnish and install new flashings (Bituthane)	SF	
15d	Furnish and install new flashings (Lead coated copper)	SF	
15e	Parging and waterproofing of back-up wall	SF	
16	New Throughwall Flashings – Scaffolding (low-rise)		
16a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
16b	Removal and replacement of steel lintel	SF	
16c	Furnish and install new flashings (Bituthane)	SF	
16d	Furnish and install new flashings (Lead coated copper)	SF	
16e	Parging and waterproofing of back-up wall	SF	
17	Brick Masonry/Stone Stabilization		
17a	Drilling and installation of new friction pins with mortar cap	SF	
17b	Drilling and installation of new friction pins for lime stone with mortar cap	SF	
18	Limestone Removal and Replacement.		
18a	Removal of existing deteriorated architectural limestone	SF	
18b	Furnish and install new limestone replacement.	SF	
18c	Replacement of stone with lightweight polymer resin to match	SF	
18d	Minor patching of existing stone to match	SF	

19	Terra Cotta Removal and Replacement.		
19a	Removal of existing deteriorated architectural Terra Cotta	SF	
19b	Furnish and install new Terra Cotta replacement.	SF	
19c	Replacement of stone with lightweight polymer resin to match	SF	
19d	Minor patching of existing stone to match	SF	
20	Roof Coping Stones.		
20a	Removal of existing roof coping stones (16 inches)	SF	
20b	Removal and parging of existing substrate	SF	
20c	Furnish and install new lead coated copper flashings	SF	
20d	Drilling and epoxy grouting stainless steel pins	SF	
20e	Reinstallation of existing stones with cleaning	SF	
20f	Furnish and install new coping stones	SF	
20g	Furnish and install new sealants between coping stones.	SF	
20h	Cleaning and coating of existing stones.	SF	
21	CMU Backup Wall Repair and Waterproofing.		
21a	Replacement of Deteriorated CMU Back-up	SF	
21b	Parging of CMU back-up wal	SF	
21c	Waterproofing of back-up wall	SF	
22	Brick Masonry Piers		
22a	Isolated repair of existing masonry piers (removal and replacement)	SF	
22b	Reconstruction of isolated areas of pier	SF	
22c	Construction of new masonry piers.	SF	
23	Crack Repair		
23a	Drill and install new stainless steel pins.	Each	
23b	Grouting of open cracks	SF	
23c	Replacement of cracked bricks	SF	
24	Concrete Removal		
24a	Perimeter sawcutting	SF	
24b	Removal of existing concrete (2” depth).	SF	
24c	Removal of existing concrete (3.5” depth).	SF	
25	New Concrete and Coating		

25a	Placement of new high strength patching mortar (2” depth)	SF	
25b	Placement of new high strength patching mortar (3.5” depth).	SF	
25c	Cleaning and coating of concrete surface.	SF	
25d	Sidewalk Bridging.	SF	
25e	Temporary Roof Protection	SF	
26	**Metal Work**		
26a	Remove standard metal decking	SF	
26b	Install metal decking; 1-1/2" deep, 20 gauge, standard profile	SF	
27	Install steel plate, two sizes	SF	
27a	10 Gauge, standard application	SF	
27b	Extra heavy-duty 1/4th inch	SF	
28	Remove metal counterflashing	LF	
28a	Counterflashing, galvanized, 24 gauge, 6" width	LF	
28b	Counterflashing, copper, 16 oz., 6" width	LF	
29	Remove metal edge, gravel stop, eave strip, or coping	LF	
29a	Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3" deck flange	LF	
29b	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	
30	Remove metal gutter	LF	
30a	Gutter, galvanized steel, ASTM 526, with 12.5oz./square foot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered	LF	
30b	Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish	LF	
30c	Gutter, copper, 16 oz, half round, 5" wide	LF	
30d	Gutter, copper, 16 oz, half round, 6" wide	LF	
31	Remove metal downspouts	LF	
31a	Downspouts, aluminum, .024" thick, 3" x 4", painted, installed	LF	
31b	Downspouts, GI, 24 gauge 3" x 4" installed	LF	

31c	Downspouts, GI, 24 gauge, 4" round, installed	LF	
31d	Downspouts, copper, 16 oz., 6" round, installed	LF	
31e	Downspouts, strainer	Each	
31f	Metal flashing, apron flashing, 9" wide	LF	
31g	Metal flashing, step flashing	Each	
31h	Metal splash pan, 16 oz.	Each	
31i	Metal trim, aluminum, .032" thick, painted	SF	
31j	Metal storm collar	Each	
31k	Metal coping, galvanized steel, 24 gauge, standing seam	SF	
31L	Metal coping, galvanized steel, 24 gauge, with butt plate	SF	
31m	Resolder joints in sheet metal	LF	
31n	Metal edge, aluminum, 0.50 thick 6" face painted	SF	
31n	Metal edge, aluminum, free floating fascia system	SF	
31o	Parapet wall metal	SF	
31p	Metal edge, anodized finished aluminum, free floating fascia system 8 inches	SF	
31q	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches	SF	
31r	Metal edge, anodized finished aluminum, free floating fascia system 6 inches	SF	
31s	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches	SF	
32	New Aluminum Metal Cladding		
32a	Furnish and install new uninsulated aluminum wall cladding	SF	
32b	Furnish and install new insulated aluminum wall cladding	SF	
32c	Furnish and install new insulated aluminum wall cladding panels (Architecture	SF	
32d	Cladding of roof parapet walls with copings.	SF	
33	New Exterior Insulation and Finish System (EIFS)		

33a	New Exterior Insulation and Finish System (EIFS)	SF	
33b	New Exterior Insulation Finish System (EIFS) w/o insulation	SF	
33c	New Metal Copings.	SF	
34	Surface Preparation		
34a	Cleaning of existing steel and surface.	SF	
34b	Coating of existing reinforcement	SF	
34c	Exterior rated gypsum board sheathing and substrate	SF	
35	**Woodwork**		
35a	Demolition of plywood or standard 1” x 6” decking	SF	
35b	Demolition of standard 2” x 6” tongue and groove decking	SF	
35c	Plywood decking, CDX, 1/2” thick (or 15/32" optional)	SF	
35d	Plywood decking, CDX, 5/8” thick	SF	
35e	Plywood decking, CDX, 3/4” thick	SF	
35f	Standard 1” x 6” decking, tongue and groove	SF	
35g	Standard 2” x 6” tongue and groove decking	SF	
35h	Cants, wood fiber, trapezoidal, 1 1/2” x 5 5/8”	LF	
35i	Cants, SBX treated wood, 4” x 4” diagonal	LF	
35j	Nailer, SBX treated wood, 1” x 4”	LF	
35k	Nailer, SBX treated wood, 2” x 4”	LF	
36	Nailer, SBX treated wood		
36a	2" x 6"	LF	
36b	2" x 8" optional	LF	
36c	Curbing, SBX treated wood, 2” x 12”	LF	
37	Joist, fir		
37a	2” x 6”	LF	
37b	2" x 8" optional	LF	
38	Joist, fir		
38a	2" x 10"	LF	
38b	2" x 12" optional	LF	

39	**Standing Seam Metal Roof System (SSMRS) Price Each Specification Using Line Items**		
39a	Pre-Engineered SSMRS, products (20-year roof)	SF	
39b	Subpurlins	LF	
39c	Roof panel installation	SF	
39d	Field forming of panels	SF	
39e	Concealed anchor clips	Each	
39f	Vapor retarder installation	SF	
39g	Insulation installation	SF	
39h	Gutters (SSMRS only)	LF	
39i	Gutter liners	SF	
39j	Flashing	LF	
39k	Expansion joints	LF	
40	Finishing touches (no additional cost in contract)		
40a	Snow retention assemblies	LF	
40b	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	LF	
41	**Roof Specialties and Accessories**		
41a	Remove roof hatch	Each	
41b	Roof hatch, aluminum, 2’6” x 3’0”	Each	
41c	Roof hatch, aluminum, larger sizes	SF	
41d	Remove existing roof drain, except plumbing	Each	
41e	Install new roof 4" drain, except plumbing	Each	
41f	Install new roof 6" drain, except plumbing	Each	
41g	Reflash existing roof drain	Each	
41h	Plumbing stack, 4# lead flashing	Each	
41i	Scupper, sheet steel, 24 gauge ASTM A 526, match existing configuration	Each	
41j	Remove existing walkway, built-up roofs	SF	
41k	Walkway, built-up roofs, desert tan fiberglass	LF	
41L	Walkway, built up roofs, non skid	LF	
42	Walkway, single ply roof		
42a	30" wide roll goods, tape attached	LF	

42b	30" wide roll, hot asphalt attached	LF	
42c	30" wide roll, adhesive attached	LF	
42d	Roof ventilators	Each	
42e	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	LF	
42f	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	LF	
42g	Roof ladder, security ladder guard	Each	
42h	Termination bar, aluminum, 1/4” x 1”	LF	
42i	Pitch pocket, 24 gauge, GI, 6” x 6”, with storm collar hemmed to outside, soldered corners and seams	Each	
42j	Pitch pocket, 24 gauge, GI, 8” x 8”, with storm collar, hemmed to oytside, soldered corners and seams	Each	
43	Pitch pocket, resurface top only		
43a	8" x 8"	Each	
43b	12" x 12"	Each	
43c	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	
43d	Expansion joint, CSPE reinforced	LF	
43e	Repair kit for dry repairs	Each	
43f	Repair kit for wet repairs	Each	
44	Skylights (price each size and lens combination)		
44a	Standard 3' x 5', 4' x 4', 4' x 8' with single clear lenses	SF	
44b	Standard 3' x 5', 4' x 4', 4' x 8' with clear double lenses	SF	
44c	Skylight lense replacement only, clear	SF	
44d	Skylight lense replacement only, double clear	SF	
45	Security/fall bars for skylights		
45a	3' x 5'	Each	
45b	4' x 4'	Each	
45c	4' x 8'	Each	
45d	Special sizes	SF	

46	**Roof Services**		
46a	Asbestos core testing and patch of existing roof surface	Each	
46b	Core analysis, 14” x 14” and patch of existing roof surface	Each	
46c	Non destructive roof scan, up to 50,000 sq ft, full service each	Each	
46d	Additional foot over 50,000 sq ft	SF	
46e	Non destructive roof scan, up to 50,000 sq ft, limited service	Each	
46f	Additional foot over 50,000 sq ft	Each	
46g	Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations	Day	
46h	Field/shop drawings, up to 10,000 sq ft	SF	
46i	Field/shop drawings, 10,000-50,000 sq ft	SF	
46j	Field/shop drawings, over 50,000 sq ft	SF	
46k	Prime contractor’s warranty, restoration, less than 10,000 sq ft, minimum charge	Per Project	
46L	Prime contractor’s warranty, restoration, over 10,000 sq ft, minimum charge	Per Project	
46m	Prime contractor’s warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (Stamdard)	Per Project	
46n	Prime contractor’s warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46o	Prime contractor’s warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (Standard)	Per Project	
46p	Prime contractor’s warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46q	Per diem rate per worker per 24 hour period of time	Per Day	
46r	Prime contractors per diem/costs for asbestos abatement planning	Day	

46s	Asbestos abatement activities, BUR removal and disposal of waste	SF	
46t	Project site is located 65 or more miles from the contractor's/subcontractor's yard/home location.	SF	
46u	Asbestos site monitoring	Day	
47	Annual or semi-annual roof housekeeping-per location		
47a	Cost once a year per location if less than 20,000 sq. ft.	SF	
47b	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	
47c	Cost semi-annual per location if less than 20,000 sq. ft	SF	
47d	Cost per Sq.ft. semi annual per location if greater than 20,000 sq.ft.	SF	
47e	Roof leak investigation	Day	
47f	Minor roof repair calls	Day	
47g	Difficult access or fall restriction; surcharge	Each	
47h	Excessive hauling	Each	
47i	Work in secured areas or compounds; surcharge	Each	
48	Additional and occasional supplies, materials, equipment and services		
48a	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	
48b	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	% of O/P	
48c	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	% of discount	
48d	Multiplier/factor to be applied to the R.S. Means costs.	% to be applied	
49	Deducts and add-ons for in lieu products (Place behind Tab 6)		
50	Special Rental Equipment (Priced based on 9.11.2 above)		
\51	Cold and bad weather storage identify extra cost if any	Day	
52	Hourly Services Rates		
53	Structural Analysis/engineering services	Per Hour	

54	Architect/design provessional services	Per Hour	
55	Roofing Consultant	Per Hour	
56	Labor Rate for Roofer	Per Hour	
57	**General Cost Factors**		
57a	Mileage rate	Per Mile	
57b	Performance and payment bond - bonding rate (percent of project)	Percent	
57c	Bonding capacity - total amount of capacity available	Dollar Amount	

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your bid from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

FACILITY SOLUTIONS SPECIAL TERMS & CONDITIONS

Region 4 ESC Certified Bid Number Process

- Email all requests for TCPN Certified Bid Numbers to FacilityProposals@tcpn.org
- All bid numbers requests must be submitted ***and*** a bid number received ***before*** you present it to your potential customer.
- You will have a response with a TCPN Certified Bid Number within 24 hours.
- If you have an emergency and need a bid number sooner, please call any member of the Facility Management team and we will help you.
- Simply send an email that states the following:
    - Contract # (only if you hold more than one contract)
    - City/State
    - Official Name of Entity
- Include the bid number and TCPN Official Contract Holder seal of approval on all bids. Feel free to use the attached form for your convenience.

Bid # _____

Dear Valued Member/User:

We appreciate your consideration in accessing and using a Region 4 ESC-awarded contract. As you are aware, we take each and every awarded vendor through a very transparent and competitive process. We continue to look for methods to better serve our customer. We have recently implemented a program where all Facility Contract holders must register and receive a TCPN Certified Bid Number that must be displayed prominently on the bid(s) you are to receive. We feel this ensures compliance and adherence to the terms and conditions under the contract awarded to _____

Region 4 ESC is tracking Facility transactions from the initial bids to the completion of projects. In receiving this bid, we ask you to verify that the TCPN Certified Bid Number is included.

Region 4 ESC has assembled a specialized Facilities Management Team that stands ready and willing to verify and support our vendors in performing and meeting all obligations of services and duties promised to your organization. Please visit the Region 4 ESC website at www.esc4.net or the TCPN website www.tcpn.org to contact our team members in serving your needs.

Thank you for your potential business and remember to only accept bids with a TCPN Certified Bid Number.

Sincerely,

The TCPN Facilities Management Team

FACILITY SOLUTIONS SPECIAL TERMS & CONDITIONS
VENDOR ACCEPTANCE FORM

This document acknowledges that you have received and agree to the details, directions and expectations of the TCPN Certified Bid Number process.

Date: _____

IFB Number: _____

Company Name: _____

Printed Name: _____

Signature: _____

Appendix E:

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. **States Covered**
   Bidder must indicate any and all states where products and services can be offered.
   Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama
☐ Alaska
☐ Arizona
☐ Arkansas
☐ California
☐ Colorado
☐ Connecticut
☐ Delaware
☐ District of Columbia
☐ Florida
☐ Georgia
☐ Hawaii
☐ Idaho
☐ Illinois
☐ Indiana
☐ Iowa
☐ Kansas
☐ Kentucky
☐ Louisiana
☐ Maine
☐ Maryland
☐ Massachusetts
☐ Michigan
☐ Minnesota
☐ Mississippi
☐ Missouri
☐ Montana
☐ Nebraska
☐ Nevada
☐ New Hampshire
☐ New Jersey
☐ New Mexico
☐ New York
☐ North Carolina
☐ North Dakota
☐ Ohio
☐ Oklahoma
☐ Oregon
☐ Pennsylvania
☐ Rhode Island
☐ South Carolina
☐ South Dakota
☐ Tennessee
☐ Texas
☐ Utah
☐ Vermont
☐ Virginia
☐ Washington
☐ West Virginia
☐ Wisconsin
☐ Wyoming

☐ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

☐ American Samoa
☐ Federated States of Micronesia
☐ Guam
☐ Midway Islands
☐ Northern Marina Islands
☐ Puerto Rico
☐ U.S. Virgin Islands

2. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (MWBE), small and/or disadvantaged business enterprises, disable veterans business enterprises and historically utilized businesses (HUB) in the purchase of goods and

services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE ☐Yes ☐No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE ☐Yes ☐No

List certifying agency: _____

c. **Disabled Veterans Business Enterprise (DVBE)**
Respondent certifies that this firm is a DVBE ☐Yes ☐No

List certifying agency: _____

d. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB ☐Yes ☐No

List certifying agency: _____

e. **Historically Underutilized Business Zone Enterprise (HUB Zone)**
Respondent certifies that this firm is a HUBZone ☐Yes ☐No

List certifying agency: _____

3. Residency

Responding Company's principal place of business is in the city of _____State of ___.

4. Felony Conviction Notice

Please check applicable box:

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

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

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

5. **Processing Information**

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone:_____Fax:_____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone:_____Fax:_____

Email:_____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone:_____Fax:_____

Email: _____

6. **Distribution Channel:** Which best describes your company's position in the distribution channel:

☐ Manufacturer direct ☐ Certified education/government reseller

☐ Authorized distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other _____

7. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. ☐Yes ☐No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

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

  (Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? ☐Yes ☐No

8. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Appendix F:

COMPANY PROFILE

Please provide the following:

1. Company's official registered name.

2. Brief history of your company, including the year it was established.

3. Company's Dun & Bradstreet (D&B) number.

4. Corporate office location.

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
   a. Sales
   b. Sales Support
   c. Marketing
   d. Financial Reporting
   e. Executive Support

8. Define your standard terms of payment.

9. Who is your competition in the marketplace?

10. Overall annual sales for last three (3) years; 2010, 2011, 2012.

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2010, 2011, 2012

12. What is your strategy to increase market share?

13. What differentiates your company from competitors?

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

    a. A co-branded press release within first 30 days
    b. Announcement of award through any applicable social media sites
    c. Direct mail campaigns
    d. Co-branded collateral pieces
    e. Advertisement of contract in regional or national publications
    f. Participation in trade shows
    g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
        i. TCPN and Region 4 ESC Logo
        ii. Link to TCPN and Region 4 ESC website
        iii. Summary of contract and services offered
        iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

19. Explain how your company plans to market this agreement to existing government customers.

20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

    $_____ in year one

    $_____ in year two

    $_____ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

25. Describe the capacity of your company to report monthly sales through this agreement.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing**,** and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Bidders to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

References

30. Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

    Entity Name
    Contact Name and Title
    City and State
    Phone Number
    Years Serviced
    Description of Services
    Annual Volume

Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. This may include emergency response capability, quality assurance measures, training available to members, marketing capabilities, and internet-based capabilities, to name a few possible responses.

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

DOC #1 Clean Air and Water Act

DOC #2 Debarment Notice

DOC #3 Lobbying Certification

DOC #4 Contractors Requirements

DOC #5 Antitrust Certification Statement

FOR ARIZONA VENDORS ONLY:

DOC #6 Arizona Contractor Requirements

FOR NEW JERSEY VENDORS ONLY:

DOC #7 Ownership Disclosure Form

DOC #8 Non-Collusion Affidavit

DOC #9 Affirmative Action Affidavit, required notice and forms

DOC #10 Pay to Play Notice and Political Contribution Disclosure Form

DOC #11 Stockholder Disclosure Certification

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor:_____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

Potential Vendor:_____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

DOC #3

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____

Signature of Bidder

_____

Date

DOC #4

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

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

The bidder complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

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

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

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

_____

Signature of Bidder

_____

Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

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

Vendor _____

_____

_____

Address _____

_____

_____

Phone _____

Fax _____

Bidder _____
Signature

_____
Printed Name

_____
Position with Company

Authorizing Official

_____
Signature

_____
Printed Name

_____
Position with Company

DOC #6

ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than $2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.
When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, …"every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

Region 4 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 4 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 4 ESC and/or Region 4 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 4 ESC and Region 4 ESC members reserve the right to confirm compliance. In the event that Region 4 ESC or Region 4 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 4 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed $10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the

purchase order at the Region 4 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 4 ESC and Region 4 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

_____

Signature of Bidder Date

DOC #7

OWNERSHIP DISCLOSURE FORM

(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the bid.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____ , certify that I am the sole owner of _____ , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____ , a partner in _____ , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____ , an authorized representative of _____ , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

DOC #8

NON-COLLUSION AFFIDAVIT

Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name *City*

in the County of _____, State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title *Company Name*

the bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached bid, and that I executed the said bid proposal with full authority to do so; that said bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above bid, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____ _____
Company Name *Authorized Signature & Title*

Subscribed and sworn before me

this _____ day of _____, 20____

_____
Notary Public of New Jersey
My commission expires _____ , 20____

SEAL

DOC #9

AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

Company Name: _____
Street: _____
City, State, Zip Code: _____

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your bid will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with bid:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____

OR

2. A photo copy of their Certificate of Employee Information Report _____

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is

disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #11

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this ___ day of _____, 2 __. (Notary Public) My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)

Appendix I:

EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? ☐Yes ☐No

2. Is there a price list for all available products/services on a corresponding electronic device?
   ☐Yes ☐No

3. Did you provide the warranty information that is offered by your company?
   ☐Yes ☐No

4. Will customers be able to verify they received the contract price?
   ☐Yes ☐No

   Please explain how they would verify the contract price.

5. What payment methods do you accept?
   A. _____ B. _____

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1?
   ☐Yes ☐No

2. What is the capability of your company to respond to emergency orders?
   Please explain what actions you would take.

3. Please provide your company's average fill rate over the last three fiscal years.
   1) _____ 2) _____ 3) _____

4. Please provide your company's average on time delivery rate over the last fiscal year.
   _____

5. Does your company agree to the following statement on shipping charges *"All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing."*? ☐Yes ☐No
   If not please explain.

6. What is your company's return and restocking policy? Are there any applicable fees?

   Please provide a brief description and example.

7. What is your company's history of meeting shipping and delivery timelines?

8. Will your company be able to meet the one year warranty guarantee as stated under pricing?
   ☐Yes ☐No

   If not, please explain.

9. Did you provide your company's information regarding your customer service department as per APPENDIX F? ☐Yes ☐No

10. What is your company's current invoicing process?

11. Did you indicate how your company will implement the contract as per APPENDIX F and is it appropriate? ☐Yes ☐No

12. Did you provide your Dun & Bradstreet number? ☐Yes ☐No

13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F? ☐Yes ☐No

Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?

2. What is the reputation of your products and/or services in the marketplace?

3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five).

4. Did you list your key employees and their qualifications as per APPENDIX F? ☐Yes ☐No

5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F? ☐Yes ☐No

6. What past experience does your company have working in the government sector?

7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F? ☐Yes ☐No

8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F? ☐Yes ☐No

9. Did you submit at least 5 customer references relating to the products and services within this IFB, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? ☐Yes ☐No

Value Add (10 Points)

1. Did you submit a marketing plan as per APPENDIX F? ☐Yes ☐No
2. Did you provide a national sales training plan as per APPENDIX F? ☐Yes ☐No

Appendix J:
CERTIFICATES

Please list and include copies of any certificates you hold that would show value for your response.

Appendix K:
SUPPLEMENTARY CATALOGS AND CONSUMER INFORMATION

Appendix L:
STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Region 4 ESC and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Invitation for Bids for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

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

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages, and Boroughs including but not limited to:
CITY OF ADAIR VILLAGE
CITY OF ASHLAND
CITY OF AUMSVILLE
CITY OF AURORA
CITY OF BEAVERTON
CITY OF BOARDMAN
CITY OF BURNS
CITY OF CANBY
CITY OF CANYONVILLE

CITY OF CLATSKANIE
CITY OF COBURG
CITY OF CONDON
CITY OF LA GRANDE
CITY OF LEBANON
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF RIDDLE
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF ST. PAUL
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY OF BATON ROUGE
CITY OF BOSSIER CITY
CITY OF KENNER
CITY OF LAFAYETTE
CITY OF LAKE CHARLES
CITY OF METAIRIE
CITY OF MONROE
CITY OF NEW ORLEANS
CITY OF SHREVEPORT

Counties including but not limited to:
BOARD OF WATER SUPPLY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL
CADDO PARISH
CALCASIEU PARISH
EAST BATON ROUGE PARISH
JEFFERSON PARISH
LAFAYETTE PARISH
LIVINGSTON PARISH
ORLEANS PARISH
PLAQUEMINES PARISH
RAPIDES PARISH
SAINT TAMMANY PARISH
TERREBONNE PARISH

WEST BATON ROUGE PARISH

K-12 including but not limited to:
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO. 17-C
CANYONVILLE CHRISTIAN ACADEMY
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
COUNTY OF YAMHILL SCHOOLD DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DUFUR SCHOOL DISTRICT NO. 29
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON COUNTY SCHOOL DISTRICT NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN COUNTY SCHOOL DISTRICT 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOMAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13

NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
EAST BATON ROUGE PARISH SCHOOL DISTRICT
JEFFERSON PARISH SCHOOL DISTRICT
LAFAYETTE PARISH SCHOOL DISTRICT
LIVINGSTON PARISH SCHOOL DISTRICT
ORLEANS PARISH SCHOOL DISTRICT
RAPIDES PARISH SCHOOL DITRICT
TERREBONNE PARISH SCHOOL DISTRICT

Higher Education

BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNTIY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLGE

OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNTIY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
ARGOSY UNIVERSITY
BRIGHAM YOUNG UNIVERSITY-HAWAII
COLLEGE OF THE MARSHALL ISLANDS
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies
BOARD OF MEDICAL EXAMINERS
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPARTMENT OF TRANSPORTATION
OREGON DEPARTMENT OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPARTMENT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATON CENTER
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
SOH-JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPARTMENT OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPARTMENT OF EDUCATION