

# Request for Proposal (RFP) for Job Order Contracting in Virginia

NCPA | Solicitation Number: 03-20

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**Due Date:**

6/16/2020 @ 2:00PM

**Prepared for:**

National Cooperative Purchasing Alliance  
Region 14 Education Services Center  
1850 Highway 351  
Abilene, TX 79601

**Prepared by:**

FHP Tectonics Corp.  
2010 Corporate Ridge, Suite 400  
McLean, VA 22102

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**FHP Tectonics Corp.**

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June 16, 2020

National Cooperative Purchasing Alliance  
Region 14 Education Services Center  
1850 Highway 351  
Abilene, TX 79601  
Attention: Contract Manager

**RE: Request for Proposal (RFP) for Job Order Contracting in Virginia - Solicitation Number: 03-20**

Dear Contract Manager,

FHP Tectonics Corp. (FHP) is proud to submit our proposal to the National Cooperative Purchasing Alliance (NCPA) Region 14 Education Service Center for Job Order Contracting Services in Virginia. FHP operates as a general contractor and construction manager with a family history in construction for over a century. We have over four decades of JOC/IQCC experience and it is because we are ideally suited to indefinite quantity contracts that we aggressively pursue these contracts nationwide.

Our firm has the interest, general qualification, expertise, and the ability to perform the scope of services stated. We offer a broad depth of experience in every phase of construction and extensive experience with renovation in occupied facilities. We have had success working with public entities and have completed work on schools, libraries, public works facilities, parks, and more.

Our team will work diligently to meet and exceed the expectations of NCPA Region 14 Education Services Center. They will utilize their experience to create efficient processes and provide the highest quality construction while reducing costs and initiating and completing projects as quickly as possible. All emergency situations will be responded to and resolved immediately.

We look forward to continuing to build our relationship with NCPA.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James V. Blair'.

James V. Blair  
Chairman | Chief Executive Officer



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*\* This Proposal includes proprietary, privileged, or confidential information that may not be disclosed outside NCPA Region 14 Education Services Center and may not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If the NCPA Region 14 Education Services Center receives a Freedom of Information Act (FOIA) request for a portion or all of this proposal, we respectfully request the opportunity to review the records under FOIA so that we can confirm that all proprietary, privileged, and/or confidential information has been removed.*



Tab 1

**MASTER  
AGREEMENT  
GENERAL  
TERMS AND  
CONDITIONS**

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent 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.
  - The respondent 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.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.
  
- ◆ 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.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 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 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 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 14 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 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 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.

◆ Licenses and Duty to keep current licenses

- 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 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this 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.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency 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.

◆ Legal Obligations

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

◆ Protest

- A 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 CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ 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 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.



◆ 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. 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.

◆ Miscellaneous

- 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.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 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 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
  - ◆ Providing material that does not meet the specifications of the contract;
  - ◆ Providing work and/or material that was not awarded under the contract;
  - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
  - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
  - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 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 Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is 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 respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent 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.

**If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply**

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor 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. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity 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 awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 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 accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - Competitive Level of Pricing for vendor's available products and services
  - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - Other factors relevant to this section as submitted by the responder(s)
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer
  
- ◆ References (10 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
  - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
  - Customer Service
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)
  - Other factors relevant to this section as submitted by the proposer

# Signature Form

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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 Respondent and that the contents of this proposal 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 proposal.

Prices are guaranteed: **120 days**

Company name	FHP Tectonics Corp.
Address	2010 Corporate Ridge, Suite 400
City/State/Zip	McLean, VA 22102
Telephone No.	703.245.0280
Fax No.	703.245.0281
Email address	jblair@fhpaschen.com
Printed name	James V. Blair
Position with company	Chairman   Chief Executive Officer
Authorized signature	





CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution adopted by the Board of Directors of said Corporation pursuant to a Consent, dated September 2, 2019, signed by all of said Directors:

"RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of FHP Tectonics Corp., contracts of all kinds, including but not limited to, construction proposals, bids, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, letters of credit, and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for the presentation of a proposal and if awarded a contract for the construction upon which FHP Tectonics Corp is engaged or will become engaged as a Contractor or Manager.

James V. Blair	Chairman, Chief Executive Officer
James Habschmidt	Chief Financial Officer, Treasurer, Secretary
Charles Freiheit	Chief Operating Officer
Joseph V. Scarpelli	Executive Vice President
Robert F. Zitek	Sr. Vice President
Timothy B. Stone	Sr. Vice President
Leo Wright	Sr. Vice President

Resolved further, that the following are authorized to sign on behalf of FHP Tectonics Corp., any construction proposals, bids, construction contracts, change orders, subcontract agreements, task orders and purchases orders:

Anthony Izzi	Vice President
Jeanette Charon	General Business Manager
Tony Trost	Operations Manager
Riley C. Barron	Operations Manager
Wayne Thompson	Operations Manager
David P. Roy	Sr. Project Manager
Ron Rydosz	Sr. Project Manager
William Rocha	Sr. Project Manager

I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Corporate seal of said Corporation, this 9<sup>th</sup> day of June, 2020.

  
James Habschmidt  
Secretary

(Corporate Seal)

State of Illinois  
County of Cook

Subscribed and sworn to before me this 9<sup>th</sup> day of June, 2020.

  
Kathleen Pattison  
Notary Public





Tab 2

**NCPA  
ADMINISTRATION  
AGREEMENT**

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of July 1, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and FHP Tectonics Corp. (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 1, 2020, referenced as Contract Number 04-25, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Job Order Contracting in Virginia;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. 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 the example below:

Agency Name	State	Zip Code	Date	PO Number	RQN Number	Sale Amount	Admin Fee (3%)
-------------	-------	----------	------	-----------	------------	-------------	----------------


**Total**

- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency’s purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature:   
Date: July 1, 2020

**Vendor:**

FHP Tectonics Corp.  
Name: James V. Blair  
Title: Chairman | Chief Executive Officer  
Address: 2010 Corporate Ridge, Suite 400  
McLean, VA 22102  
Signature:   
Date: 6/16/2020

## NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

## NCPA Registered Vendor Quotation Number Process


Fill out the form on the Facilities page at [www.NCPA.us](http://www.NCPA.us)

(Direct link is <http://www.ncpa.us/Facilities/Register>)

### **\* Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date	6/16/2020
RFP Number	03-20
Company Name	FHP Tectonics Corp.
Printed Name	James V. Blair, Chairman   Chief Executive Officer
Signature	



Tab 3

**VENDOR  
QUESTIONNAIRE**

# Tab 3 – Vendor Questionnaire

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

**N/A** ♦ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
  - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

♦ **Residency**

➤ Responding Company's principal place of business is in the city of Chicago,  
State of Illinois

♦ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically 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 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

♦ **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: General Contractor

♦ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Kenya Banks

Title: Senior Office Manager

Company: FHP Tectonics Corp.

Address: 2010 Corporate Ridge, Suite 400

City: McLean

State: Virginia

Zip: 22102

Phone: 703.245.0280

Email: kbanks@fhpaschen.com

▪ **Purchase Orders**

Contact Person: William Rocha

Title: General Manager





**Company:** FHP Tectonics Corp.  
**Address:** 2010 Corporate Ridge, Suite 400  
**City:** McLean **State:** Virginia **Zip:** 22102  
**Phone:** 703.245.0280 **Email:** wrocha@fhpaschen.com

▪ **Sales and Marketing**

**Contact Person:** Larry Mix / Cassidy Tarpey  
**Title:** Business Development Representative  
**Company:** FHP Tectonics Corp.  
**Address:** 5515 N. East River Road  
**City:** Chicago **State:** IL **Zip:** 60656  
**Phone:** 773.444.3474 **Email:** lmix@fhpaschen.com  
ctarpey@fhpaschen.com

◆ **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.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes  No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes  No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.  
 Yes  No





Tab 4

# VENDOR PROFILE

# VENDOR PROFILE

## 1. COMPANY'S OFFICIAL REGISTERED NAME.

FHP Tectonics Corp.

## 2. BRIEF HISTORY OF YOUR COMPANY, INCLUDING THE YEAR IT WAS ESTABLISHED.

FHP Tectonics Corp. (FHP) has operated as a General Contractor and Construction Manager for over two decades, with a family history in construction for over a century. FHP offers a broad depth of experience in every phase of construction.

We have focused on public infrastructure throughout our history, including schools, libraries, government facilities, offices, parks, public transit, roadways, aviation facilities, water treatment plants, pump stations, and more. This wealth of experience has led to work nationwide.

During the past five years alone, FHP has completed over \$600 million of work on over 45 JOC/IQCC contracts throughout the country. With this depth of experience, we have a thorough understanding of how to successfully complete indefinite quantity contracting projects in accordance with the contract requirements, in a safe manner and within the user's budget and time frame requirements.

FHP Tectonics Corp. and F.H. Paschen, S.N. Nielsen & Associates are affiliated through common ownership. F.H. Paschen, S.N. Nielsen & Associates LLC is a General Contractor and Construction Manager with a family history in construction nationally for over a century. We were the first contractor in Chicago and the entire Midwest to provide Job Order Contracting and were awarded our first job order contract in 1984. Since then, our have completed over \$1 billion worth of job order contracts nationwide. Today, we are currently one of the largest and most successful job order contractors in the country.

## 3. COMPANY'S DUN AND BRADSTREET (D&B) NUMBER.

15-427-8118

\* As a private company we do not provide information to D&B.

## 4. CORPORATE OFFICE LOCATION.

5515 N. East River Road, Chicago, IL 60656

## 5. LIST NUMBER OF EMPLOYEES EITHER NATIONALLY OR REGIONALLY (IF YOUR RESPONSE IS NOT ALL STATES) WITH BREAKDOWN OF DIRECT SALES, SALES SUPPORT, SERVICE TECHNICIANS, ENGINEERING SUPPORT, AND ADMINISTRATION.

### Total Employees Nationally: 352

- Project Managers / Estimators / Project Superintendents / Project Engineers: 243
- Administration: 60
- Executives/Operation Managers: 17
- EEO Officers: 1



# VENDOR PROFILE

- In-House Counsel: 3
- MEP Coordinators: 1
- Information Technology: 4
- Surveyors/Technical Engineers: 6
- Safety Managers/Risk Manager: 7
- Quality Control: 6
- BIM Director: 1
- CAD Drafter: 1
- Scheduler: 2

## 6. LIST THE NUMBER AND LOCATION OF OFFICES FOR ALL STATES BEING OFFERED IN THIS SOLICITATION. ADDITIONALLY, LIST THE NAMES OF KEY CONTACTS AT EACH LOCATION WITH TITLE, ADDRESS, PHONE, AND EMAIL ADDRESS.

In addition to our Corporate headquarters in Chicago, FHP staffs the following six regional offices:

### **Washington D.C.**

2010 Corporate Ridge, Suite 400  
McLean, VA 22102  
Phone: 703.245.0280  
Fax: 703.245.0281  
Key Contact: Bill Rocha, General Manager  
wrocha@fhpaschen.com

### **Atlanta, GA**

739 Trabert Ave. NW, Suite A  
Atlanta, GA 30318  
Phone: 404.942.1307  
Fax: 404.225.4050  
Key Contact: Wayne Thompson, Operations Manager  
wthompson@fhpaschen.com

### **Dallas, TX**

1909 Woodall Rodger Fwy., Suite 560  
Dallas, TX 75201  
Phone: 214.765.5021  
Key Contact: Jack Hill, General Manager  
jhill@fhpaschen.com

### **Columbus, OH**

1283 Worthington Woods Blvd.  
Worthington, OH 43085  
Phone: 614.247.7229  
Key Contact: Brian Rozcicha, Project Manager  
brozcicha@fhpaschen.com

### **Lafayette, IN**

50 Professional Court, Suite A  
Lafayette, IN 47905  
Phone: 765.416.0034  
Key Contact: T.R. McKinney, Project Manager  
tmckinney@fhpaschen.com

### **Ft. Lauderdale, FL**

2501 E. Commercial Blvd.  
Ft. Lauderdale, FL 33308  
Phone: 305.940.0264  
Key Contact: David Roy, Senior Project Manager  
droy@fhpaschen.com



# VENDOR PROFILE

## 7. PLEASE PROVIDE CONTACT INFORMATION FOR THE PERSON(S) WHO WILL BE RESPONSIBLE FOR THE FOLLOWING AREAS, INCLUDING RESUMES:

### Sales & Marketing

Larry Mix, Vice President  
lmix@fhpaschen.com  
773.444.3474

### Financial Reporting

Jim Habschmidt, Chief Financial Officer  
jhabschmidt@fhpaschen.com  
773.444.3474

### Sales Support

Cassidy Tarpey, JOC Business Development Rep.  
ctarpey@fhpaschen.com  
773.444.3474

### Executive Support

Leo Wright, Senior Vice President  
lwright@fhpaschen.com  
773.444.3474

## 8. DEFINE YOUR STANDARD TERMS OF PAYMENT.

Our standard terms of payment are Net 30 days. Typically, we will submit a monthly bill for every active work order. For projects with durations of 45 days or fewer, we will issue a single invoice. Accuracy and completeness of the information we submit is imperative. We ensure this by having highly trained office managers process our billings at our corporate office.

All project-related expenses will be administered and monitored, and checks will be issued to the project through the corporate office. This office prepares all of our accounting and payroll paperwork which is then provided to the Management Team. The accounting staff will coordinate the financial and cost information needs of the project and will be in close communication with the on-site management staff throughout the duration of the contract.

Project cost and labor distribution reports are generated weekly and monthly at the corporate office then forwarded to the project for review. We commit to paying subcontractors and suppliers within 10 days of receipt of payment from the Owner. Our standard is "pay-when-paid", but we do recognize that, in certain circumstances, our subcontractors, particularly small businesses, may require payment in advance of payment by the Owner to FHP.

## 9. WHO IS YOUR COMPETITION IN THE PUBLIC MARKETPLACE?

HITT, Centennial, and KBR are FHP's competition in the public marketplace. In terms of building type, contracting methods, and geographies served, our firm is one of the most diverse in the nation. This makes it difficult to define our marketplace competition. It varies widely depending upon the type and location of the construction in question. We build everything from the smallest-scale renovations and repairs to the largest infrastructure installations, from the most straightforward of scopes to the most detailed and demanding new construction projects.



## 12. WHAT DIFFERENTIATES YOUR COMPANY FROM YOUR COMPETITORS?

FHP is a company whose organization and culture are ideally-suited for smaller-scale, fast-tracked projects such as those that would be awarded under this program. We have a volume of experience with similar work nationwide. FHP has the capacity to make these projects top priority, be proactive at every stage, and respond to any unforeseen circumstance. Delivery of this contract will be accomplished using a well-established management program that institutes rigorous safety and quality control protocols. Our philosophy is to provide an experienced, hands-on management staff that is trained to execute company policies and procedures, then give them the authority to operate autonomously and ensure timely performance in accordance with the contract requirements.

### **FHP's Reputation in the Marketplace**

FHP is a company with an extensive performance record in virtually all aspects of construction. We have successfully completed each contract that has been awarded. We take great pride in our ability to perform each contract to the Customer's complete satisfaction. Not only is this superior performance mandated by executive management, it is the primary goal of all employees of the company.

With over 30 years of job order contracting experience nationwide, FHP is truly one of the leading entities in the job order contracting business. With this depth of experience, our team has a thorough understanding of what it takes to successfully complete job order contracting projects in accordance with the contract requirements, in a safe manner and within the Owner's budget and timeframe requirements.

### **13. BRIEFLY SUMMARIZE YOUR COMPANY'S QUALITY CONTROL/QUALITY ASSURANCE PROGRAM.**

The FHP's Three-Phase Quality Control approach is modeled after a similar program the U.S. Army Corps of Engineers has used for over 40 years. This approach encourages supervisors at all levels to do the following:

- Identify key portions of the work
- Develop a realistic and safe plan to achieve the desired results before work begins
- Communicate the plan with the workers performing the tasks and get their feedback
- Provide written and photo documentation of processes and results to confirm compliance with contract requirements

The program also includes routine internal and third-party audits, which confirm compliance with the program and identifies areas for improvement. It also includes a robust training program with supervisors who hold U.S. Army Corps of Engineers Construction Quality Management Certification.

### **14. HAVE YOUR ESTIMATORS/DELIVERY/TASK ORDER MANAGERS HAD JOC EXPERIENCE? HAVE THEY HAD A COURSE IN JOC ESTIMATING? WHAT IS THEIR GENERAL CONSTRUCTION EXPERIENCE?**

FHP's dedicated JOC division employs over 95 JOC professionals who are well-versed in every aspect of this unique project delivery method. Since the division was established in the mid-80's we have developed JOC specific training and processes to provide staff with knowledge and capability to handle all of its complexities.

Additionally, our JOC staff includes several Certified Job Order Contracting Professionals. Our team is experienced in various types of construction, particularly working around people and occupied spaces and will be closely monitoring all project schedules once operations are underway.

### **15. HAS A CORPORATE OFFICER BEEN ASSIGNED TO THE PROGRAM? DOES HE UNDERSTAND HIS ROLE IN PROVIDING THE CORPORATE RESOURCES NECESSARY FOR THE PROGRAM? HAS THE PGM BEEN EMPOWERED BY CORPORATE TO MAKE IMMEDIATE DECISIONS IN SUPPORT OF THE PROGRAM?**

With over three decades of JOC experience, FHP Senior Vice President Leo Wright is the corporate officer assigned to this program. As a Certified Job Order Contracting Professional, Leo fully understands his role in providing the corporate resources necessary for the program. This program will be managed by experienced staff and will be augmented with support from the corporate office as required, particularly in the areas of risk management, loss control, safety, accounting, affirmative action and administration.

Furthermore, FHP's policy for JOC is to give the project management staff the authority and responsibility to operate autonomously. We have established this policy because we believe it is in the best interest of the Owner. The Owner must have contractor personnel available to make immediate contractual decisions without delay for corporate approval.

**16. PROVIDE INFORMATION REGARDING WHETHER YOUR FIRM, EITHER PRESENTLY OR IN THE PAST, HAS BEEN INVOLVED IN ANY LITIGATION, BANKRUPTCY, OR REORGANIZATION?**

FHP's construction claims are typically mechanics lien cases, arising from payment related disputes, to which FHP has defenses and counterclaims. There are also personal injury suits and property damage cases pending that are adequately covered by insurance and are being defended by counsel approved by FHP's insurers. FHP provides defense and indemnification to project owners.

FHP has no outstanding judgments. FHP has not been involved in any bankruptcy or reorganization. Further information is available upon request.

**17. PROVIDE EVIDENCE OF YOUR COMPANY'S ABILITY TO CONTINUOUSLY LOWER THE CUSTOMER'S COSTS. PROVIDE EXAMPLES OF ANY DOCUMENTED COST REDUCTION RESULTS THAT YOUR COMPANY HAS ENGAGED IN WITH YOUR CUSTOMERS.**

Our many long-term repeat JOC clients show FHP's ability to remain cost effective for clients. Evidence of this can be found under value added products and services in Tab 8.

**18. DESCRIBE HOW YOUR COMPANY HANDLES AFTER-HOURS CUSTOMER SERVICE NEEDS, INDICATE YOUR AVERAGE RESPONSE TIME TO EMERGENCY SERVICE CALLS.**

FHP's normal business hours for providing customer service are 6a-5p Monday-Friday. Upon award of a supplier agreement, we will provide a listing of contact numbers for our assigned staff who will be on call to provide customer service support outside of normal business hours. In an emergency, our "Emergency Response Team" will be deployed. The team will be available 24/7 and will typically be able to respond within two hours of being notified of the emergency.

**19. DISCUSS YOUR ORGANIZATION'S CAPABILITY AND HISTORICAL FLEXIBILITY IN COMPLETING TIMELY SERVICE CALLS AND PROBLEM RESOLUTION.**

There will be occasions when a more urgent response is required, such as when fixed deadlines dictate compressed schedules, hazardous conditions are discovered, or when emergencies occur. If an "urgent response" is required, we will work with the client and comply with any required start and/or finish date. Staff is on-call for exactly these circumstances, which is why we can assure immediate action.

Surge requirements caused by serious natural or manmade catastrophes, or other events which significantly impact operations, may require that subcontractors from outside of the immediate geography be solicited. In this regard, we are uniquely qualified. Our nationwide reach with JOC-type projects has allowed us to establish relationships with subcontractors who also understand the unique requirements of these types of programs.





## **20. PLEASE DESCRIBE THE QUALITY PROGRAMS WITHIN YOUR COMPANY WHICH MEASURES YOUR SERVICE WORK.**

It is critical that the Owner is satisfied with the cost, quality and timeliness of work; customer service is the primary focus of our company. To assure that Owners and user groups are satisfied with work that is performed in connection with their activities, FHP has implemented procedures which have been effective in resolving issues before they happen and ensuring a smooth working relationship. These procedures include:

- Understanding the needs of the customer and others who will be affected by construction activity.
- Communicating the nature and schedule for activities to all individuals who may be affected.
- Discussing methods of minimizing impact prior to the commencement of work.
- Following the procedures and schedule discussed.
- Verifying the effectiveness of controls implemented throughout the construction process.

## **21. WHAT IS THE REPUTATION OF YOUR COMPANY'S SERVICE IN THE PUBLIC MARKETPLACE?**

FHP is a company with an extensive performance record in virtually all aspects of construction. We have successfully completed each contract that has been awarded. We take great pride in our ability to perform each contract to the Customer's complete satisfaction. Not only is this superior performance mandated by executive management, it is the primary goal of all employees of the company. With over 30 years of job order contracting experience nationwide, FHP is truly one of the leading entities in the job order contracting business. With this depth of experience, our team has a thorough understanding of what it takes to successfully complete job order contracting projects in accordance with the contract requirements, in a safe manner and within the Owner's budget and timeframe requirements.

## **22. DESCRIBE YOUR COMPANY'S STARTUP AND SYSTEM CHECKOUT RESPONSIBILITIES.**

At the start of a job order, our team is responsible for reviewing the client's request for proposal that outlines the scope of work. An estimate based on the agreed upon scope of work would then be developed. Throughout the course of the job order, the team constantly monitors progress to identify work that is non-compliant or that is not of the expected quality. The production staff addresses these items immediately, as they occur, in an effort to obtain a "zero punch list" environment at completion. Once we feel all work in the field has been completed, the Project Manager will perform an inspection and issue a Notice of Substantial Completion if it has indeed progressed to that stage.

Once the Notice of Substantial Completion is issued, the Project Manager will develop a comprehensive "punch list" of any remaining items that do not conform to the contract requirements and issue it to the Project Superintendent for resolution. The Project Manager will track and follow up on "punch list" items to ensure contract compliance is achieved for all items. Once all "punch list" items have been resolved, the Project Manager will notify the Owner that the project is ready for inspection. Any items identified by the Owner as non-compliant will be recorded by the Project Manager, and corrected. Once all items have been properly corrected and approved by the Project Manager, the Owner will be notified and a final inspection will be held with all parties in attendance.

# VENDOR PROFILE

The Project Manager will also review all Operation & Maintenance Manuals prior to their submission to the Owner. He will ensure that all instruction and operational training has been properly done, spare parts and keys are turned over, and all warranties are properly executed. Once all of the contract work has been successfully completed, “punch list” items have been properly resolved and all contractually required paperwork has been successfully submitted, the Project Manager will issue a final Notice of Completion for each job order to certify that all contract requirements have been completed.

## **23. DESCRIBE YOUR COMPANY’S POST-INSTALLATION AND WARRANTY SUPPORT.**

Our approach to performing warranty work begins with preventing it. During project close-out, we identify and, to the extent possible, resolve potential defects before they occur. This measure exceeds our thorough quality control process by considering potential issues, such as the durability of surfaces and finishes in high-traffic areas, the interaction of the building envelope with the weather and adjacent landscaping, and the proper function of equipment and systems – independently and together with one another.

Another component of our approach is monitoring. During periodic conversations and site visits, we will check to make sure that the project still looks as it should and is performing as expected. By keeping these lines of communication open, we can fix issues before they escalate. FHP maintains a detailed management report, which tracks all associated dates that pertain to each job order. Substantial completion dates are logged and used for monitoring the warranty timeframe.

If a warranty issue arises, the date of the notification will be logged, and an appointment will be set to investigate the issue. Ideally, few if any warranty issues will occur. When they do, response needs to be urgent, from someone who understands the background and requirements of the project, and effective – fixing the issue and preventing additional work resulting from the same incident.

We understand that, when warranty issues occur, remediation must take place in a timely manner, within urgent, compressed schedules, usually requiring off-hours labor. The practical answer to what “timely” means is a discussion that needs to be had with the Owner as well as with the project team. Some tasks require specialized skills, and others need equipment with long lead times for delivery. Decisions can be made in an efficient manner when they can be easily categorized, based on assessments of imminent and non-imminent hazards, capital costs, the need for shut-downs or access/egress modifications, etc.

If the warranty issue requires an emergency-level response, our Emergency Response team is available 24/7, able to respond within two hours of being notified of the emergency situation.



## **24. DESCRIBE YOUR COMPANY'S STEPS FOR SYSTEM ANALYSIS.**

For system analysis prior to the start of construction, the Quality Control Manager, working with the Owner, will do the following:

- Notify Owner of the scheduled times of inspections and tests that are required.
- Verify that testing procedures comply with the contract requirements.
- Verify that facilities and testing equipment are available and comply with testing standards.
- Check test instruments, calibration data against certified standards.
- Verify that recording forms, including all test documentation requirements, have been prepared.
- The "In Process Testing and Inspection" requirements, such as field or laboratory sampling and testing of workmanship and materials will be provided by an approved Independent Testing Lab, or as required by the Owner and scheduled through the Project Manager.

## **25. DISCUSS YOUR COMPANY'S CURRENT COMPUTER SYSTEMS ARCHITECTURE. HOW DOES YOUR COMPANY'S COMPUTER SYSTEM GUARANTEE CUSTOMER RECEIVES CONSISTENT SERVICE SUPPORT, RESPONSIBILITY VERIFICATION, AND MANAGEMENT REPORTING?**

We use CM13 software as our project management information system. This system tracks all of the information necessary to manage this project, including correspondence, construction documents, requests for information, submittals, potential change orders, quality control reports, and daily activity reports, all in a database. Keeping this information in a database allows us to monitor the impact of any issue on the overall performance of the project and in particular the project budget.

CM13 provides the ability to report on an individual item or a customized set of items, showing their impact on the overall budget and schedule. Potential cost and schedule impacts are tracked as issues and are reviewed regularly with the project team. Real-time reporting allows us to exercise practical, responsive cost control, rather than having to recover schedule or budget after the fact.

All project related expenses will be administered and monitored, and checks will be issued to the project through the Corporate Office. This office prepares all of our accounting and payroll paperwork which is then provided to the Management Team. The accounting staff will coordinate the financial and cost information needs of the project and will be in close communication with the management staff throughout the duration of the contract. Project cost and labor distribution reports are generated weekly and monthly at the corporate office then forwarded to the project for review.

# VENDOR PROFILE

Another key element of our corporate support to all subcontractors regardless of their size is labor compliance. We maintain an in-house program that educates all subcontractors of their obligation to ensure that all workers are paid the correct minimum wage for the work they perform before they start work on a project. We require that all subcontractors submit weekly certified payroll information on all projects which is then cross referenced with the Project Superintendent's Contractor Production Report to confirm that the workers who actually performed the work at the jobsite are listed on the certified payroll information. We regularly check with workers to inquire if they are being paid the correct wage rate in a timely manner and periodically require subcontractors to provide copies of cancelled payroll checks to verify that certified payroll information is true and accurate. If violations are discovered, we take immediate action to ensure the workers are properly paid.

## **26. EXPLAIN HOW YOUR COMPANY WOULD PROPOSE A PLANNED UNIT REPLACEMENT PROGRAM INCLUDING HOW UNITS WOULD BE IDENTIFIED FOR REPLACEMENT AND HOW PRICING WOULD BE ADDRESSED.**

For a planned unit replacement program material and equipment selections will be made based on careful consideration of the technical specifications and architectural/aesthetic considerations. Upon delivery, all materials will be inspected in strict accordance with the quality control plan. During periodic conversations and site visits, we will check that the project still looks as it should and is performing as expected. If a warranty issue arises, we will log the date of the notification and immediately set an appointment to investigate the issue. If the warranty issue requires an emergency-level response, our Emergency Response team is available 24/7, able to respond within two hours of being notified of the emergency situation. For pricing we will start by breaking down the detailed scope of work into definable trade packages. Once we have compiled enough information, we will prepare estimates by performing material take-offs and sizing calculations.

## **27. DESCRIBE WHAT PROJECT SCHEDULING TOOLS YOUR COMPANY USES TO TRACK PROJECTS DURING CONSTRUCTION.**

FHP utilizes Primavera P6 to create critical path method (CPM) schedules. We will keep construction activities on time across the program with a summary master schedule, which will incorporate the major milestones for all work associated with assigned job orders. Our schedule control system also includes a detailed project schedule for each job order and short-term interval schedule, as required.

Each job order schedule will be developed as part of the proposal process, and will be further populated with details, upon notice of award, based on input from building operations, end-users, and our team. Before work commences, we will start the communication process to inform operations of the construction activities, impact to their respective spaces, and anticipated durations. We have learned from experience that well-informed clients are far more satisfied at the conclusion of the job than those who are not.

At monthly intervals, the summary master schedule will be updated by the Project Manager. The actual start dates, finish dates, and percentages complete of each activity will be noted. Reports, charts, and diagrams showing the activities or portions of activities completed during the reporting period, their total value, and impact on completion dates will be submitted. In addition, a narrative report including a description of such progress relative to the original or "benchmark" schedule will be submitted.



# VENDOR PROFILE

To supplement the summary master schedule, Project Superintendents on more complex projects will develop short interval schedules. These schedules typically look ahead two or three weeks and are used to track daily progress, inform building occupants as necessary, coordinate subcontractors, and schedule trade deliveries. These schedules are utilized to ensure that short-term work activities are properly communicated and the overall project schedule is realized.

Our schedules all contain contract award date and milestone completion dates including functional performance testing, and commissioning through the required date for substantial completion of construction such as punchlist activities and final completion.

## **28. DESCRIBE HOW YOUR COMPANY HANDLES SITE DEVELOPMENT AND PROJECT PERMITTING PROCESS.**

We handle site development by first reviewing the existing conditions and plans if available. Our approach is then tailored based on what is found during the initial evaluation. We will assist with permitting by providing formal document submissions to authorities having jurisdiction over the project and by meeting with officials as required. Our team has a thorough understanding of the permitting process, and we will use this knowledge to fast-track progression through the various stages of approval. This will be accomplished by both designing and issuing a set of plans that comply with all applicable codes and addressing, the first time, all comments in a timely manner. This approach will ensure the project documents are expedited through the process and construction will be allowed to begin as soon as possible.

## **29. DESCRIBE YOUR COMPANY'S DESIGN-BUILD QUALITY CONTROL GUIDELINES FOR DESIGN, CONSTRUCTION AND REVIEW ON A CONTRACT PROJECT.**

Our team recommends that the AE team be required to rely on the AIA Best Practices Checklists. Our approach to the design process has proven successful on projects involving compressed schedules, fixed budgets, and detailed cost estimates to provide the information to make logical decisions. Our team is focused on providing the best quality environment for the end users.

Our team has a Quality Control (QC) program that provides both technical assistance during design and a strictly enforced system of periodic reviews. No project is released for bid without the benefit of a QC/Constructability review. The QC reviews involve drawings from all disciplines. There is a review at each phase, the most critical being held at 90% construction documents. In this final review, systems coordination and constructability are critically examined and will offer value engineering alternatives for items that are of the same quality but lower cost or delivery time.



## **30. DESCRIBE YOUR COMPANY'S CONSTRUCTION MANAGEMENT PLAN.**

Upon receipt of the job order release we update the tracking system to include required start and completion dates. Next, we verify the proposed sequence of operations and methods of conducting the work, means of access to building, storage space for materials and equipment, and all other issues pertaining to the execution of the job order. Once work begins, daily reports are submitted to the Owner in a format approved by same. The job order's progress is monitored daily by the Superintendent, weekly by the Project General Manager, periodically by the Project Executive. Our construction management plan includes the implementation of our rigorous Quality Control program, preventing any non-compliant work from proceeding before it is remedied. We also continually update as-built documents, Operations & Maintenance (O & M) information, and warranties. Additionally, we approve invoices and submit to corporate accounting for processing.

## **31. EXPLAIN HOW YOUR COMPANY INCLUDES AND WORKS WITH LOCAL SUBCONTRACTORS AND LOCAL ARCHITECTS AND ENGINEERS, ESPECIALLY THOSE A&E FIRMS ALREADY WORKING WITH CLIENT MEMBERS.**

Since JOC projects tend to move fast and require the use of multiple trades, subcontractors play a vital role in the success of this delivery method. In our experience local subcontractors can mobilize quickly and have the experience and knowledge of many of the facilities in their areas.

FHP maintains a computerized list of potential subcontractors by area, state and trade. This list is maintained to provide call lists for solicitation and bidding purposes. FHP canvasses areas of potential work interviewing potential subcontractors and collecting their information for our database for evaluation. With this information, we can determine approximately how much work a subcontractor can handle and ensure that workloads remain within those guidelines. In addition, potential subcontractors are interviewed to discuss all aspects of the project, including the quick response concept that the JOC demands. Subcontractors who meet FHP's evaluation criteria will be solicited to submit proposals. We continually recruit qualified subcontractors, to ensure proper staffing of all projects.

## **32. HOW WILL YOUR COMPANY INSTITUTE A PROMPT PAYMENT PLAN UPON COMPLETION AND ACCEPTANCE OF THEIR WORK AND HOW WILL PROGRESS PAYMENTS BE MADE TO SUBCONTRACTORS ON LONG TERM JOB ORDERS?**

Our standard terms of payment are Net 30 days. Typically, we will submit a monthly bill for every active project. For projects with durations of 45 days or fewer, we will issue a single invoice. Accuracy and completeness of the information we submit is imperative. We ensure this by having highly trained office managers process our billings at our regional office.

All project-related expenses will be administered and monitored, and checks will be issued to the project through the corporate office. This office prepares all of our accounting and payroll paperwork which is then provided to the Management Team. The accounting staff will coordinate the financial and cost information needs of the project and will be in close communication with the on-site management staff throughout the duration of the contract.

Project cost and labor distribution reports are generated weekly and monthly at the corporate office then forwarded to the project for review. We commit to paying subcontractors and suppliers within 10 days of receipt of payment from the Owner. Our standard is "pay-when-paid", but we do recognize that, in certain circumstances, our subcontractors may require payment in advance of payment by the Owner to FHP.

### **33. STATE WHETHER YOUR COMPANY PROVIDES A QUALITY GUARANTEE ON YOUR WORK. IF SO, PLEASE DESCRIBE.**

Following occupancy, the project team would like to meet with user representatives to discuss and ensure the Owner's continuing satisfaction with the project. We would like feedback on the process used during the project – determining the level of our success in meeting the project objectives and the “lessons learned” that will improve the process in the future. No later than nine months following substantial completion we will conduct a project walk-thru to identify items to be corrected prior to the expiration of warranties.

### **34. DESCRIBE YOUR COMPANY'S SAFETY PROGRAM DURING SERVICE/REPAIR WORK.**

FHP will provide a program-specific safety plan coupled with our Corporate Safety Program. The program-specific safety plan shall identify potential risks inherent to the job orders and tasks at hand. It will identify measures to be taken to reduce or eliminate those risks before the work begins.

FHP will utilize an internal safety committee to address safety concerns for this program. The committee will meet on a weekly basis with the goal of increasing safety awareness, administering new loss control programs, and effectively reducing risk during FHP's operations. In addition to the safety committee, we will utilize in house safety professionals and, as-needed, an outside safety consulting firm. The safety consulting firm provides additional safety expertise, training, and jobsite safety audits. FHP follows all OSHA, federal, state and local laws.

As a part of the selection process for all levels of subcontractors, all potential bidders are thoroughly checked in accordance with our prequalification criteria, confirming contractor's license status, ability to perform the tasks assigned, competency and availability of personnel, employee certifications (i.e. welding, master electrician, master plumber, etc.), safety history, and financial solvency. Additionally, references will be checked to verify past performance, adherence to schedules, ability to pay suppliers and workmen, ability to maintain acceptable standards of quality, and ability to control safety as well as costs.

#### **Subcontractor Selection**

FHP is committed to hiring subcontractors with a proven culture of safety—who are proactive in safety awareness, with a “zero accident” goal on all projects. We expect any firms we engage on our projects to hold themselves to the highest standards of safety performance and to demonstrate best practices at all times. In addition, our subcontractors are held accountable for their lower-tier subcontractors and suppliers.

#### **Job Hazard Analysis (JHA)**

FHP will utilize the JHA system, and we recommend that our subcontractors implement the JHA process for their tasks. JHAs allow construction crews to analyze the work that will be performed each day, document the hazards that can be expected, and determine solutions. Using loss control and prevention techniques, these solutions protect the crews, other onsite personnel, and the public from hazards associated with the work being performed.

During construction, a Competent Person shall be on site at all times to assist the Superintendent with supervising the tasks with potential hazards identified in our Plans. If any violations are observed, the responsible party will be verbally informed, and corrective action will be implemented immediately. Written notice will follow, together with a formal plan of corrective action. If the unsafe conditions are not remedied, or there are reoccurring violations, FHP will take a number of courses of action including and up to removal of personnel and/or suspension from any further involvement in the program.

# VENDOR PROFILE

## **Accident and Investigation Procedures**

Our employees are trained to properly investigate accidents that occur on the project. There are procedures in place and distributed to our employees in order to properly document the facts of the incident, take pictures of the incident's contributing factors, and obtain witness statements. All incident reports must have some sort of corrective action included on them. We encourage learning from mistakes on the project in order to avoid a repeat accident.

## **Emergency Preparedness**

All jobsites have nearby clinics and hospitals identified and mapped in the case of a workplace accident. The information is posted in the job trailer or onsite office and communicated to the subcontractors. If the project site presents unusual hazards, such as being spread out over a large area, we will request that the fire department do a walk-through of the project to familiarize themselves with the area. Projects have fire extinguishers available in accordance with OSHA regulations and emergency procedures posted with proper evacuation rules if need be.

## **Site Security**

We will maintain site security fencing around the perimeter of the construction site. It will be at least six feet tall and strong enough to keep children and unwanted visitors away from the construction operation. We will address security lighting to help create an additional deterrent, as applicable.

## **EMR**

FHP is proud of our risk management measures implemented within the last few years. Their effectiveness is evident in our company EMR which is currently 0.69. FHP's robust Safety Plan, as well as our EMR, is best in class in the construction industry, when compared to companies that self-perform high-risk work.

## **35. DESCRIBE YOUR COMPANY'S SAFETY PROGRAM DURING CONSTRUCTION.**

See the response for item 34 above.

## **36. HAS YOUR COMPANY'S SAFETY/ENVIRONMENTAL OFFICER HAD THE REQUISITE OSHA TRAINING?**

Yes, all FHP technical staff and field personnel have OSHA training.

## **37. INDICATE NUMBER OF LOST HOURS OR OTHER BENCHMARKS TO VERIFY YOUR COMPANY'S EFFECTIVENESS OF THEIR SAFETY RECORD.**

Please see the attached OSHA logs.





## **38. WHAT REPORTING MECHANISM DOES YOUR COMPANY PROVIDE TO THE CUSTOMER UPON COMPLETION OF ANY PROJECT?**

FHP maintains a detailed management report, which tracks all associated dates that pertain to each job order. Substantial and final completion dates are logged and used for monitoring the warranty timeframe. If a warranty issue arises, the date of the notification will be logged, and an appointment will be set to investigate the issue.

Ideally, few if any warranty issues will occur. When they do, response needs to be urgent, from someone who understands the background and requirements of the project, and effective – fixing the issue and preventing additional work resulting from the same incident.

## **39. DETAIL HOW YOUR ORGANIZATION PLANS TO MARKET THIS CONTRACT WITHIN THE FIRST 90 DAYS OF THE AWARD DATE.**

### **A co-branded press release within first 30 days**

At the discretion of NCPA we can either lead the press release writing process or contribute to the process that is led by NCPA personnel. We are happy to share a press contact list and spearhead the press release distribution on your behalf by combining NCPA contacts as provided to our own list.

### **Announcement of award through any applicable social media sites**

After securing our clients' approval for each post, we regularly post news of awards, groundbreakings, project milestones, grand openings, and human-interest stories related to our projects and contracts.

In addition, to our own social media posts we will take the direction of NCPA to determine additional social media strategies. There are many LinkedIn interest groups and various industry message boards, for instance, in which this news would be appropriate and useful.

### **Direct mail campaigns**

We have the capability to produce collateral for direct mail campaigns. Although in response to current marketing trends we utilize email marketing campaigns more frequently than direct mail.

### **Co-branded collateral pieces**

We have produced an ezIQC newsletter for the Naperville Cooperative since May 2012. We also produce and distribute newsletters for eligible entities for cooperative contracts in Cook County, Washington D.C., Indiana, and Georgia. An example can be found at the end of this section.

### **Advertisement of contract in regional or national publications**

Our community and business outreach and recruitment plan includes publishing notices of subcontracting opportunities in daily newspapers of general circulation in the appropriate metropolitan area(s). Another means of print advertising includes the sponsorship of special events and fundraisers that are hosted by current NCPA members.

# VENDOR PROFILE

## **Participation in trade shows**

FHP participates in many trade shows throughout the year. Among the trade shows in which we've participated, the Md. Washington Minority Companies Association Annual Spring Breakfast and Business Showcase Expo, Md. Washington Minority Companies Association Semi Annual Minority Outreach Fair, Metro DC Hispanic Contractors Association Construction Expo and Career Fair, and the Small Business Accelerator have been successful the past couple of years. Our business development representatives also attend dozens of other JOC specific trade shows held nationwide throughout the year. In addition, we have hosted the FH Paschen- PASCHEN UP: Fueling Growth & Opportunities Outreach Event and Metro DC Hispanic Contractors Association Sub-Contractor's Outreach with FHP.

## **40. DESCRIBE HOW YOUR COMPANY WILL DEMONSTRATE THE BENEFITS OF THIS CONTRACT TO ELIGIBLE ENTITIES IF AWARDED.**

FHP will dedicate the leadership and sales support personnel required to deliver IQCC/JOC services. We will strategically deploy our resources to accomplish the necessary recognition, which will help us engage the marketplace. The strategy for bringing this expertise to new markets will closely follow the proven path we've developed to date. We will begin by identifying opportunities and organizations with significant capital improvement programs. This will be followed by the establishment of an appropriate client manager for these key target organizations. Our staff will be assigned to client pursuits based on relevant experience, pertinent skills sets, and personality profiles.

Matching clients with the right set of presenters is the key to turning a prospective client into an engaged and satisfied one. We have several individuals in the JOC division at FHP who have not only performed on contracts but can articulately describe the process and how it provides value.

We have a full array of prepared materials at our disposal – handouts, PowerPoint presentations, etc. – but we take the time to tailor each set of materials to each client and meeting. This can't be done well without having the kind of background information and initial talks described above.

## **41. EXPLAIN HOW YOUR COMPANY PLANS TO MARKET THIS AGREEMENT TO EXISTING GOVERNMENT CUSTOMERS.**

Once we have established a rapport with the client, we can investigate and assess the needs of that organization. Our seasoned and reliable Business Development professionals will formulate a schedule of educational outreach, phone calls, and face-to-face meetings that will gather the critical information required to create an informed JOC services proposal. Our team will provide an experience-based introduction to JOC services and identify prospective projects that would benefit from this alternative delivery method.

## **42. PLEASE PROVIDE A 90-DAY PLAN DESCRIBING HOW THE CONTRACT WILL BE IMPLEMENTED WITHIN YOUR COMPANY.**

From an operations point of view, we will be able to mobilize rapidly upon contract award. With our local offices already established, we have all key employees in place to be of service from Day 1. At NCPA's earliest convenience, we would welcome a meeting to discuss, in further detail, the types of projects, volume of work anticipated, and special requirements to be expected, as well as to discuss the makeup of NCPA's membership, including the quantities, types and locations of the membership.



# VENDOR PROFILE

With regard to Business Development, our contract implementation approach is relationship-based. While we begin by assembling lists of prospective agencies in the geography, we will strategically prioritize our outreach efforts to these agencies based on stringent criteria. We intend to quickly build a track record of local successes.

To begin, we will leverage our relationships with the Architectural, Engineering, and Trade Contractor communities, with the various agencies and associations that serve potential clients, and, most importantly, with any existing clients in the area. Conversations with these entities quickly reveal the agencies with whom we are likely to have the greatest affinity, and to whom we can immediately offer the greatest value. These conversations help us to identify agencies with the kinds of real estate portfolios and capital improvement programs that easily benefit from the JOC approach.

#### **44. ACKNOWLEDGE THAT YOUR ORGANIZATION AGREES TO PROVIDE ITS COMPANY LOGO(S) TO REGION 14 ESC AND AGREES TO PROVIDE PERMISSION FOR REPRODUCTINO OF SUCH LOGO IN MARKETING COMMUNICATIONS AND PROMOTIONS.**

FHP will provide our company logo to NCPA for the purposes of reproducing the logo in marketing communications and promotions.

#### **46. DESCRIBE YOUR COMPANY'S IMPLEMENTATION AND SUCCESS WITH EXISTING COOPERATIVE PURCHASING, IF ANY, AND PROVIDE THE COOPERATIVE'S NAME(S), CONTACT PERSON(S) AND CONTACT INFORMATION AS REFERENCE(S).**

Based on our experience with cooperative purchasing programs, we know that the successful implementation of this type of contract lies in the effective coordination of communication and marketing. FHP has had much success with the implementation of cooperative purchasing programs. For example, the City of Naperville established a joint purchasing agreement between the City and other entities with the award of their JOC contract in 2011. Since then a growing list of municipalities that have benefitted from the City of Naperville JOC contract including the City of Aurora, Housing Authority of Cook County, Village of Downers Grove, and the Glenbard Wastewater Authority, among others.

The following is a representative list of cooperative agreements that FHP holds:

- National Cooperative Purchasing Alliance | Jim Symko | 832.914.4499
- Sourcewell Georgia Dept. of Administrative Services | Derek Prosser | 404.535.9450
- Prince William County, VA | Teresa MacWelch | 703.853.4653
- Cook County, Illinois | Tim Ozog | 312.603.0315



# VENDOR PROFILE

## **47. PLEASE PROVIDE ANY SUGGESTED IMPROVEMENTS AND ALTERNATIVES FOR DOING BUSINESS WITH YOUR COMPANY THAT WILL MAKE THIS ARRANGEMENT MORE COST EFFECTIVE FOR OUR COMPANY AND PARTICIPATING PUBLIC AGENCIES.**

Our company understands what it takes to successfully implement JOC contracts and we are eager to work with the National Cooperative Purchasing Alliance for the State of Virginia. Better and more timely forecasts of anticipated job orders is one improvement that may make this arrangement more cost effective for FHP and participating public agencies.

## **48. 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 14 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 RESPONDENTS TO PROVIDE THEIR COMPANY'S ENVIRONMENTAL POLICY AND/OR GREEN INITIATIVE.**

The activities and programs described in below are practices, to the greatest reasonable extent, both in our offices and on our construction sites.

### **Project-Based Activities & Programs**

- Truck & Equipment Idling – Through the use of two-way radios, and through management practices, we limit excess idling of trucks and equipment, which reduces emissions.
- Pollutant run-off – We follow wise chemical practices to prevent liabilities for exposure or storm runoff.
- Water conservation – We seek onsite water reuse opportunities.
- Local Sourcing – To the greatest extent possible, we procure materials that are manufactured or harvested within 500 miles of the project site.
- Compressed Natural Gas (CNG) – If acceptable to our Clients, we propose that project pickup trucks, street sweepers, etc. be fueled by CNG.

### **Office-Based Activities & Programs**

When appropriate/applicable, we:

- Consider ergonomics of items such as table height, chair adjustability, stored items accessibility, etc.
- Audit inventory of appliances and equipment to make sure the capacity available matches the demand.
- Track costs of operation to note performance and cost changes.
- Mitigate noise and odor pollution from appliances/equipment.
- Strategically share equipment between departments – printers, faxes, refrigerators, microwaves, paper cutters, binders, etc.
- Purchase office supplies with reuse/recycling taken into account.
- Use high-capacity and remanufactured toner cartridges.
- Use elemental chlorine free paper with >30% recycled content; 100% post-consumer content wherever possible; use of “Extra Bright”, colored, and glossy papers is heavily restricted.



# VENDOR PROFILE

- Duplex prints and copies as default.
- Reuse one-sided paper for drafts.
- Host meetings, luncheons and events in locations that minimize the cumulative travel of all participants.
- Order fair trade, shade grown coffee for daily office use and special events.
- Buy drinks and snacks in bulk to reduce delivery frequency.
- Opt for buffet service whenever catering, which uses less packaging and results in less waste than boxed or plated meals.

## Energy Efficiency

When appropriate/applicable, we:

- Conference call and video-conference when possible.
- Support use of carpools, Zipcar rentals, alternate modes, and public transit.
- Use remote network access, intranet, and other virtual office connections to reduce inter-office travel.
- Circulate memos, announcements, forms, surveys, etc. electronically.
- Use day-lighting, including light dimmers in partially day-lit areas.
- Turn off all manual light switches when leaving rooms and use motion-detectors to auto-turn lights off.
- Use operable windows and/or fans instead of adjusting thermostats.
- Use zoned programmable thermostats, which shut down or run at minimal power when spaces are not in use.
- Adjust thermostats below 71° in the heating season and above 73° in the cooling season.
- Only plug surge protectors into wall sockets and use surge protector off switch when appliances aren't in use.
- Disallow the use of space heaters.
- Use rechargeable batteries.
- Hang insulated window shades to prevent heat loss.
- Lease, versus own appliances and equipment where practical.
- Clean heat exchanger and coils regularly.
- Review utility bills for accuracy and keep records to follow costs and changes in bills.
- Clean lighting regularly to maintain brightness.
- Use alternative light sources (skylights, windows, solar tubes, etc.).
- Regularly clean/service and calibrate the controls of HVAC systems.
- Place equipment and appliances in areas with proper ventilation and humidity levels.
- Turn off printers, copiers, computers and all other appliances at night and on the weekends.
- Set computers to turn off display after 5 minutes dormant; computers sleep after 10 minutes dormant. Never use screensavers.



# VENDOR PROFILE

## Recycling Programs

- List used or surplus equipment available to employees.
- Single-stream (single bin for all items) recycle.
- Recycle batteries, light bulbs, toner cartridges, and electronics with help from the Office Director or Project Superintendent.
- Place recycling containers in each office and near copiers, printers, etc.

## Water Efficiency

When appropriate/applicable, we:

- Use water coolers and aim for a “bottle-free environment”.
- Landscape with hydro-efficient or xeriscaping plants.
- Properly maintain filters and water traps.
- Purchase ice machines and water coolers designed to recycle cooling water.
- Inspect leaking faucets, toilets, and other water use machines.
- Track water bills to notice any abnormal changes.
- Maintain heating and cooling system water traps.
- Irrigate at more efficient times than during the heat of day, and use sensors to prevent irrigation during periods of rain.
- Install motion-detecting water faucets.

## FHP’s Corporate Headquarters

In November 2011, FHP moved to new headquarters. Putting a former IT Hub and Call Center to new use, the building and its operations integrate a multitude of “green” features. A sampling of these features includes the following:

- **Energy Management System (EMS)** – Similar to other systems of computer-aided tools, such as those that help practitioners manage quality or safety, an EMS measures and assesses a business’ strengths and weaknesses, helps identify and manage significant environmental impacts, increases efficiency, ensures compliance with environmental legislation, and provides benchmarks for improvements. One well-known benefit of an Energy Management System (EMS) – also known as a Building Automation System (BAS) – is the ability to help control energy costs. When a building without an Energy Management System is retrofitted, it is not unusual to save 10 to 15 percent of the total energy required to operate the building prior to the retrofit.
- **Variable Speed Fans** – FHP recently converted the HVAC system from constant speed fans, so that, when the building’s target temperature is achieved, less energy is expended in order to maintain it.
- **Compact Fluorescent Light Bulbs (CFLs)** – CFLs are installed in every location that would typically be lit by traditional incandescent bulbs. They use about 75% less energy than a traditional incandescent bulb and lasts at least 6 times longer. They produce about 75% less heat, so they’re safer to operate and cut energy costs associated with facility cooling.



# VENDOR PROFILE

- **T8 lamps and Ballasts** – Where fluorescent lamps would be used, these lamps with high efficiency electronic ballasts are more energy-efficient than legacy T12 lamps and magnetic ballasts. This was a simple upgrade, since the T8 lamps and ballasts fit into the same fixture. This lighting retrofit provides energy savings greater than 40% while also improving the quality of the lighting. These quality improvements include quiet operation, improved color rendering, and a reduction in HVAC costs due to less heat being generated by the lighting system.
- **ENERGY STAR® Appliances** – All refrigerators, freezers, ice machines, microwaves, dishwashers, etc. in the employee kitchens are ENERGY STAR® qualified.

## Sustainable Projects

FHP has developed both experience and expertise in sustainable construction. We know that the construction process places significant demands on natural resources, in terms of material usage, demolition waste, and energy consumption. As a proud member of the U.S. Green Building Council, FHP has a dedicated team of LEED Accredited Professionals on staff.

## Use of Recycled Materials

As a General Contractor, we have minimal influence on the choice of materials to be used in the manufacturing of our products. When those opportunities are available, we present options for procurement of locally-sourced, recycled, and recyclable materials. The options are presented with an analysis of initial vs. lifetime cost, durability, and their ease of maintenance over the useful duration.

## Environmental Standards/Criteria for Selecting Suppliers

When appropriate/applicable, we:

- Make concerted efforts, upon need for or acquisition of regional/project space, to negotiate a sustainable lease. New construction should pursue the highest reasonable LEED certification available.
- In any office build-out or renovation, consider the use of recycled, used or salvaged materials; environmentally responsible designs that optimize material use, energy efficiency and adaptability (lighting, air flow, insulation, etc); appropriate sizing; use of products and materials made without volatile organic compounds (VOCs, including solvents, adhesives and particle boards, may emit gasses that pollute office air).
- Consider product durability and life span on top of the initial cost for any purchase.
- Seek local companies and suppliers that pledge to reduce transportation impacts; always ask vendors and delivery services to combine packages and delivery schedules, whenever practicable. Ask vendors to reduce the amount of packaging for products, and buy products in bulk to avoid unnecessary packaging.
- Prefer suppliers that take back packing materials, and reuse supply boxes for outbound shipments.
- Choose local caterers who offer local, in-season and vegetarian menu options and reusable dishes.



# VENDOR PROFILE

## Waste-Management Program

- Demolished Material Recycling (concrete, pavement, lumber, metals, brick/masonry, carpet, plastic, etc.) – We are accustomed to recycling almost all of the roadway pavement and asphalt on our civil work. As we are able, we propose to separate recyclable materials and send them to the designated, appropriate recycling centers.
- On-site Water Reuse – We will incorporate site runoff water into our engineered dust control methods.
- When appropriate/applicable, we:
  - Encourage staff to use their own mugs, plates and utensils.
  - Post signs to remind people to recycle and communicate procedures.
  - Explore options for donating items that are no longer needed.
  - Train and supervise janitorial staff to comply with recycling/reuse policies.
  - Solicit money-saving and/or pollution prevention ideas from employees.
  - Regularly assess disposed items for recycling potential.
  - Train managers to help staff dispose of products/equipment in the most useful manner.
  - Prefer online/email catalogs, magazines and journals, and we are removed from mailing lists wherever possible; when hard copy is the only option, share subscriptions.
  - Receive faxes electronically instead of by hard copy.
  - Have electronic/online folders for filing most correspondence.
  - Mark “refused” on unsolicited mail and return it unopened to the post office.
- Waste-Management, continued
  - Create letterhead and form templates instead of pre-printing.
  - Exhaust updating and repair options before replacing furniture, appliances or equipment.
  - Communicate with refuse service to monitor trash volume, pulls per week, cost per pull, kinds of trash and potential hazards.
  - Initiate waste minimization practices in areas such as selection of cleaning supplies and towels.
  - Share surplus equipment or supplies with other offices.
  - Ask customers for ideas/preferences for information transmission, encouraging the use of email or on CD instead of by hard copy wherever possible.

## 49. PLEASE PROVIDE YOUR COMPANY’S ENVIRONMENTAL POLICY AND/OR GREEN INITIATIVE.

See the response for item 48 above.





# VENDOR PROFILE

**50. 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 RESPONDENT TO PERFORM THE COVERED SERVICES INCLUDING, BUT NOT LIMITED TO LICENSES, REGISTRATIONS OR CERTIFICATIONS. M/WBE, HUB, DVBE, SMALL AND DISADVANTAGED BUSINESS CERTIFICATIONS AND OTHER DIVERSE BUSINESS CERTIFICATIONS, AS WELL AS MANUFACTURER CERTIFICATIONS FOR SALES AND SERVICE MUST BE INCLUDED IF APPLICABLE.**

Please see the applicable licenses on the following pages.

**38****YEARS OF  
EXPERIENCE****EDUCATION**

- DeVry Institute of Technology, Telecommunication Management
- Davea Trade Center, Construction Management

**LICENSES /  
CERTIFICATIONS**

- Certified Job Order Contracting Professional (CJP)
- USACE Construction Quality Management for Contractors (CQM)
- 30 HR OSHA

# LEO WRIGHT

## Project Executive

**PROFESSIONAL EXPERIENCE**

Leo has 38 years of construction industry experience including 24 years with FHP. He joined the Company as a Project Superintendent in the Job Order Contract Division (JOC) and was promoted to Project Manager, Chicago JOC Manager and finally Senior Vice President. He is responsible for overseeing the Texas, Illinois, Virginia, Ohio, Georgia, and Florida JOC Departments. These departments are made up of over 95 JOC professionals including Project Managers, Superintendents, and Project Engineers. Leo is responsible for the successful completion of the overall contract.

**RELEVANT EXPERIENCE****Prince William County JOC**

This Job Order Contract for Prince William County consists of renovation and repair projects for various county facilities. To date, FHP has completed a total of 32 work orders valued at \$2,736,239.

**City of Naperville JOC**

FHP recently completed an eZIQC® job order contract with the City of Naperville that began in June 2011 and ran through December 2019. This contract was available to all public entities statewide and was designed for facility repair and alteration construction services. In total, FHP has completed 362 task orders which range in value from \$3,000 to over \$900,000 and total over \$27,636,000. Projects are site specific, ranging from building renovations to site improvements.

**Fairfax County JOC**

This Job Order Contract consists of renovation, repair, replacement and alteration projects for various facilities that are owned and operated by Fairfax County. The contract began in November 2017 and continues until October 2022. To date, 28 work orders have been completed with a combined value of \$7,399,907.

**Tyndall Air Force Base SABER**

This Design-Build SABER contract was awarded in 2012 for 5 years. 194 task orders were issued totaling over \$42 million and range in value from \$4,116 to over \$5 million. Work included security improvements, site work, concrete paving, masonry, carpentry interior finishes, demolition, light gauge truss system, and upgrades to electrical, HVAC, fire alarm, and communications.

**State of Georgia EZIQC**

This eZIQC® job order contract with the State of Georgia began in October of 2011 and ran through October of 2015. The contract was designed for on-call facility repair and alteration construction services. In total, FHP completed 213 purchase orders which ranged in value from \$3,000 to \$1 million. This contract was available to all public entities statewide and had no maximum dollar value. Projects were site specific, ranging from building renovations to site improvements.



**39****YEARS OF  
EXPERIENCE****EDUCATION**

- Northern Illinois University, B.S., Physical Education

**LICENSES /  
CERTIFICATIONS**

- 30 HR OSHA

# LARRY MIX

## Sales & Marketing

**PROFESSIONAL EXPERIENCE**

Larry has served as FHP's Vice President of Business Development since 2010. With his 39 years of construction experience, Larry facilitates opportunities in the job order contracting, aviation, transportation, higher education, and energy markets to promote company growth. He has a reputation for communicating, strategizing and coordinating with the Operations teams to exceed client expectations and deliver quality construction projects.

Larry has been an integral part of FHP since joining the company in 1984 as a Project Manager. He received his Bachelor of Science from Northern Illinois University and is FHP's Corporate representative in several organizations including but not limited to the Construction Management Association of America (CMAA), Society of Marketing Professional Services, Federation of Women Contractors (FWC), Hispanic American Construction Industry Association (HACIA), United States Minority Contractors Association (USMCA). He is also the President of Joey's Angels Chapter of the Leukaemia Research Foundation (LRF) and served as the President of the Board for the LRF.



**39****YEARS OF  
EXPERIENCE****EDUCATION**

- DePaul University, M.B.A., Finance
- DePaul University, B.S., Accounting

**LICENSES /  
CERTIFICATIONS**

- Certified Public Accountant

# **JIM HABSCHMIDT,** CPA

## **Chief Financial Officer**

**PROFESSIONAL EXPERIENCE**

Jim is a Certified Public Accountant and has 39 years of experience in business finance and accounting, with 13 years of construction industry experience. As FHP CFO since 2010, he is responsible for all internal controls systems and is based in our corporate office in Chicago. He monitors all project related expenses, financial and cost information needs.

Prior to joining the Company, Jim held several financial leadership roles, including:

- President and Chief Financial Officer at FeelSure Health Corporation
- Vice President of Finance and Chief Financial Officer for Vysis, Inc.
- Vice President, Development and Finance and Chief Financial Officer of Rand McNally & Co.
- Executive Vice President Operations and Finance of Silvestri Corporation
- Vice President, Finance and Administration of Kewaunee Scientific Corporation
- Financial management positions at American Hospital Supply Company prior to and after its acquisition by Baxter International



4

YEARS OF  
EXPERIENCE

## EDUCATION

Illinois Wesleyan University,  
B.A., Business Administration  
– Marketing Concentration,  
Psychology Minor

# CASSIDY TARPEY

## Business Development

---

### PROFESSIONAL EXPERIENCE

Cassidy has served as a Business Development Representative in FHP's Job Order Contracting (JOC) Division since 2016. Her primary responsibilities include organizing and attending industry tradeshows and outreach events, identifying potential clients, and maintaining relationships with existing clients. Cassidy helps create and distribute marketing materials that inform and educate potential JOC clients of its many advantages in Illinois, Indiana, Georgia, and Washington D.C.

Cassidy is on the inaugural Affiliate Board of the Leukemia Research Foundation and the Auxiliary Board of Opportunity Knocks, an Illinois 501c.3 non-profit. She also represents FHP as a member of the Health Care Institute, an IFMA (International Facility Management Association) Alliance Partner.



# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

### Injury and Illness Types

Total number of... (M)	
(1) Injury	0
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this

### Establishment information

Your establishment name FHP Tectonics Corp.  
 Street 5515 N. East River Rd.  
 City Chicago State IL Zip 60656  
 Industry description (e.g., Manufacture of motor truck trailers)  
Construction  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2	3	7	3	1	0
2	3	8	1	1	0
2	3	6	2	2	0

### Employment information

Annual average number of employees 11  
 Total hours worked by all employees last 23,810

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

  
 Company Executive

CFO  
 Title

773-444-3474  
 Phone

1/24/2020  
 Date



NCPA | REQUEST FOR PROPOSAL (RFP) FOR JOB ORDER CONTRACTING IN VIRGINIA

Use or disclosure of data contained on this sheet is subject to the restriction on the contents page of this proposal.



## Alternative Procurement Delivery Methods for General Contracting Services

F.H. Paschen was recently awarded a contract with the **National Cooperative Purchasing Alliance** to assure all public agencies are receiving construction services of the highest quality at competitive prices.

Cooperative language in the contract allows Paschen construction services to be **accessible nationally to public agencies**, including school districts, municipalities, nonprofit corporations and other entities. Because this contract was competitively bid upfront, agencies can utilize the contract and access Paschen construction services without spending time and resources on the traditional bidding process while **meeting procurement code!**



**How To Use This Contract**  
**Contact a Paschen team member** to receive more information about utilizing this NCPA Contract. You can also find additional information about the NCPA and F.H. Paschen at the links below!

[WWW.NCPA.COM](http://WWW.NCPA.COM)

**F.H. PASCHEN NCPA CONTRACT**

**F.H. Paschen was recently awarded a contract with the National Cooperative Purchasing Alliance to ensure all public agencies are receiving construction services of the highest quality at competitive prices.**

### WHO?

Over 90,000 agencies nationwide from public and nonprofit sectors are eligible to utilize this NCPA Cooperative Contract, including:

- School Districts
- Colleges & Universities
- Cities, Counties & Local Governments
- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations
- Federal Agencies

### WHAT?

This contract for construction services was **competitively solicited** on behalf of NCPA and awarded to F.H. Paschen. Language in the contract allows the Paschen services to be **accessible nationally to public agencies**, meaning they can utilize this contract for construction services without bidding each individual project!

### WHERE?

F.H. Paschen currently acts as a General Contractor/Construction Manager in the following states:

- Florida
- Georgia
- Illinois
- Indiana
- Maryland
- Michigan
- Ohio
- South Carolina
- Virginia
- Washington, D.C.
- Wisconsin

### WHY?

By using this contract, public and nonprofit agencies have the ability to quickly access a quality contractor and **save valuable time & resources** typically spent on procurement.

### HOW?

[Contact an F.H. Paschen team member](#) to receive more information and get your project started!







# F.H. PASCHEN NEWSLETTER

[Email F.H. Paschen](#)  
to get started today!

## NEWSLETTER GUIDE

- Page 1: Using Cooperative Contracts
- Page 2: Featured Projects
- Page 3: F.H. Paschen

## F.H. PASCHEN COOPERATIVE CONTRACTS

- Arlington County (VA)
- Cook County (IL)
- City of Naperville (IL)
- Village of Lakemoor (IL)
- Fairfax County (VA)
- State of Florida
- State of Georgia
- State of Indiana
- State of Ohio
- State of Virginia

## COOPERATIVE CONTRACT AVAILABLE FOR YOUR CONSTRUCTION NEEDS

### F.H. PASCHEN NEWSLETTER

F.H. Paschen has been awarded multiple Cooperative Contracts that are available for use by other jurisdictions in Illinois pursuant to 30ILCS 525 (Procurement #11-082). These contract can be used to quickly order repair or alteration construction services, making F.H. Paschen your on-call contractor at competitive prices.

These cooperative contracts are competitively bid and awarded upfront for an indefinite number of projects over a period of time. A unit price construction task catalog is also part of the contract, meaning fair and reliable prices have already been established. The time and resources typically spent during procurement are saved, and you can focus and negotiated before you even program that are available for use by public entities like cities, colleges & universities, municipalities, and public school systems.

Our team is dedicated to helping you eliminate weeks and months of time in the procurement process while providing a solution for emergency work and projects with strenuous circumstances. In the upcoming issues of this newsletter, we will highlight featured projects, welcome new users, and provide helpful updates for your construction needs.

#### HOW DO I USE THIS PROGRAM?

Call or [email](#) an F.H. Paschen team member to start discussing your project and set up a scope walk meeting.

#### DO I NEED TO BID THIS PROJECT?

No, the entities holding these cooperative contracts have already procured and competitively awarded contracts to F.H. Paschen. Pursuant to 30 ILCS 525, all jurisdictions in the state have the ability to utilize these contracts, provided the public sector does not have any individual restrictions. The time you would typically spend on preparing a bid package, advertising, and awarding has already been done for you.

#### WHY IS THIS CONTRACT USEFUL TO ME?

Procurement procedures are major contributors to overhead and require significant staff resources. By utilizing the these contracts that have already been competitively bid and awarded, you will save time and money typically put into the conventional bid process, while still adhering to Illinois Procurement Code.

# COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

**EXPIRES ON**  
02-28-2022

**NUMBER**  
2705152131

**BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* CBC**



**FHP TECTONICS CORP  
5515 N EAST RIVER RD  
CHICAGO, IL 60656**



*Mary Brock-Vaughan*  
Mary Brock-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



**COMMONWEALTH of VIRGINIA**  
Department of Professional and Occupational Regulation

**CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR**

**\*CLASSIFICATIONS\* CBC**

**NUMBER: 2705152131 EXPIRES: 02-28-2022**

**FHP TECTONICS CORP  
5515 N EAST RIVER RD  
CHICAGO, IL 60656**



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

**City of Chicago  
Department of Buildings  
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

FHP TECTONICS  
5515 N. EAST RIVER ROAD  
CHICAGO IL 60656

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04164

CERTIFICATE NUMBER : GC04164-17

FEE: \$ 2000


DATE ISSUED: 03/16/2020

DATE EXPIRES: 03/31/2021

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

  
Lori E Lightfoot  
Mayor

  
Judith Frydland  
Commissioner

2020

**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**  
**COUNTY OF FAIRFAX, DEPARTMENT OF TAX ADMINISTRATION (DTA)**  
PHONE: 703-222-8234 TTY: 711 WEBSITE: [www.fairfaxcounty.gov/taxes](http://www.fairfaxcounty.gov/taxes)

2020

FHP TECTONICS CORP  
FHP TECTONICS CORP  
5515 N EAST RIVER RD  
CHICAGO IL 60656-1113

Notice: This is your 2020 Business, Professional and Occupational License (BPOL). The bottom-half is perforated to allow you to tear off and post this license in your establishment. Please note, if your check is not honored by the bank, this license shall be invalid.

**2020 LICENSE INFORMATION**

<b>ACCOUNT #:</b>	000-13-4418	<b>LICENSE PERIOD:</b>	01/01/2020 - 03/01/2021
<b>ORDINANCE CODE:</b>	47224-00	<b>LICENSE BASIS:</b>	\$3,562,355
<b>NAICS:</b>	238110	<b>LICENSE RATE:</b>	\$.11 per \$100
<b>LOCATION:</b>	7700 LEESBURG PI 244 FALLS CHURCH VA 22043	<b>FED. I.D. OR E.I.N.:</b>	36-4136428
<b>CLASSIFICATION:</b>	CONTRACTOR & CONTRACTING	<b>LICENSE NUMBER:</b>	2060376
<b>DATE PAYMENT RECEIVED:</b>	02/26/2020	<b>INSTALLMENT(S):</b>	

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. and 4:30 p.m. Monday - Friday (Hearing impaired persons may call TTY: 711), or send us an e-mail through our website, [www.fairfaxcounty.gov/taxes](http://www.fairfaxcounty.gov/taxes).

As with all taxes, our goal is to administer the BPOL tax fairly and in accordance with State and County Codes. Our staff strives to provide professional assistance and quality customer service. Please let us know if we are not meeting your needs. Your satisfaction is important to us and your comments are always welcome.

Juan B. Rengel, Director  
Personal Property and Business License Division  
Department of Tax Administration

CC: Jay Doshi, Director  
Department of Tax Administration

**FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION**  
**2020 BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**  
**(BPOL) FOR ORDINANCE 47224-00 : CONTRACTOR & CONTRACTING**

THIS LICENSE HAS BEEN ISSUED BY THE FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION (DTA) AND IS GRANTED TO:

060376



FHP TECTONICS CORP  
FHP TECTONICS CORP  
5515 N EAST RIVER RD  
CHICAGO IL 60656-1113

THIS LICENSE IS VALID THRU  
03/01/2021

Dept. Tax Administration, Suite 223  
12000 Government Center Parkway  
Fairfax, Va. 22035, Phone: 703-222-8234  
Website: [www.fairfaxcounty.gov/taxes](http://www.fairfaxcounty.gov/taxes)



# CITY OF FAIRFAX

WILLIAM PAGE JOHNSON, II

Commissioner of the Revenue

City Hall, Room 224 • 10455 Armstrong Street • Fairfax, Virginia 22030  
Phone (703) 385-7880 • FAX (703) 359-2499 • e-mail: page.johnson@fairfaxva.gov



## 2020

### BUSINESS LICENSE



Account: 55113

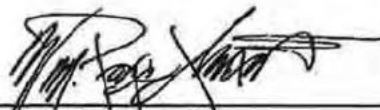
7734441515

FHP TECTONICS CORP  
5515 N EAST RIVER RD  
CHICAGO IL 60656-0000

Various Locations in Locality

PERIOD BEGINNING	PERIOD ENDING	DATE BUSINESS BEGAN	LICENSE NUMBER
01/01/2020	12/31/2020	07/01/2018	901997
CATEGORY	DESCRIPTION		
235110	Plumbing, Heating, and Air-Conditioning Contractors		

PLEASE POST  
FOR PUBLIC VIEW

  
 William Page Johnson, II  
 Commissioner of the Revenue

RECEIPT - DETACH AND RETAIN FOR YOUR FILES

FHP TECTONICS CORP  
5515 N EAST RIVER RD  
CHICAGO IL 60656-0000

7734441515

Various Locations in Locality

LICENSE NUMBER
901997

PERIOD BEGINNING	PERIOD ENDING
01/01/2020	12/31/2020

TYPE OF LICENSE	GROSS RECEIPTS	TAX/FEE	PENALTY/INTEREST	TOTAL
235110	\$1.00	\$0.00		\$0.00
<b>GRAND TOTAL</b>	\$1.00	<b>TOTAL AMOUNT DUE</b>		\$0.00
		<b>TOTAL AMOUNT PAID</b>		\$0.00



## Prince William County 2020 Business License

Taxpayer Services, Prince William County  
PO Box 2467, Woodbridge, VA 22195-2467  
Phone: 703-792-6710 [www.pwcv.gov/tax](http://www.pwcv.gov/tax)

**Trade Name:** FHP TECTONICS CORP  
**Mailing Address:** FHP TECTONICS CORP  
5515 N EAST RIVER RD  
CHICAGO, IL 60656

**License Number:** 10695190-2020  
**Tax Period:** 2020  
**Account Number:** 10695190  
**Account Type:** Business License  
**Business Location:** 5515 N EAST RIVER RD  
CHICAGO, IL 60656  
**License Classification(s):** Contractor (CO)  
**Date Issued:** February 26, 2020

Dear Business Owner:

This is your 2020 Prince William County Business License. The bottom portion of this page is perforated to allow you to tear off and post the business license in your establishment.

If you paid for your business license via check, please be aware that if your check is not honored by your financial institution, this business license shall be invalid.

As with all taxes, our goal is to administer Business License taxes fairly and in accordance with the Commonwealth and Locality codes. Our staff strives to provide professional assistance and quality customer service. Your satisfaction is important to us and your comments are always welcome.

If you have any questions regarding this letter, please call our office at 703-792-6710 or contact us by email at [TaxpayerServices@pwcv.gov](mailto:TaxpayerServices@pwcv.gov).

Sincerely,

Taxpayer Services

*Keep this letter for your records.*



## Prince William County 2020 Business License

Taxpayer Services, Prince William County  
PO Box 2467, Woodbridge, VA 22195-2467  
Phone: 703-792-6710 [www.pwcv.gov/tax](http://www.pwcv.gov/tax)

**Business Location:** 5515 N EAST RIVER RD  
CHICAGO, IL 60656

**Tax Period:** 2020

**Account Type:** Business License

**License Classification(s):** Contractor (CO)

FHP TECTONICS CORP  
5515 N EAST RIVER RD  
CHICAGO, IL 60656

**Robert S. Wertz, Jr.**  
Commissioner of the Revenue  
Loudoun County, Virginia  
PO Box 8000  
Leesburg, VA 20177-9804

RETURN SERVICE REQUESTED



\*\*\*\*\*AUTO\*\*MIXED AADC 373 5 124  
FHP TECTONICS CORP  
5515 N EAST RIVER RD # N  
CHICAGO, IL 60656-1113

**License document should be prominently displayed in your commercial establishment.**

- Business licensing is a form of local taxation of gross receipts generated from business activity in Loudoun.
- The business license must be renewed annually by March 1st. Filing should be completed online at [www.loudoun.gov/efile](http://www.loudoun.gov/efile).
- All registrants for local tax assessment are responsible for complying with all county and other legal requirements with respect to such business, occupation, profession, or calling which is registered with the Office of the Commissioner of the Revenue.
- The issuance of this Business, Professional & Occupational (BPOL) license does NOT relieve the taxpayer/licensee of the responsibility of securing all other necessary licenses, permits, and approvals (including the payment of any additional fees or taxes) which may be required by the County or other lawful authority.

For additional information logon to: [www.loudoun.gov/cor](http://www.loudoun.gov/cor)

Detach along this perforation

ROBERT S. WERTZ, JR., COMMISSIONER OF THE REVENUE  
1 Harrison Street, SE, 1st Floor, PO Box 8000, Leesburg, VA 20177-9804

**LOUDOUN COUNTY BUSINESS PROFESSIONAL & OCCUPATIONAL LICENSE**

BUSINESS LOCATION:  
1 VARIOUS OUTSIDE ANY TOWN  
LEESBURG VA 20176-0000

BUSINESS OWNER:  
FHP TECTONICS CORP

TRADE NAME:  
FHP TECTONICS CORP

ATTN:

ADDRESS:  
5515 N EAST RIVER RD # N  
CHICAGO IL 60656-1113

**2020**

LICENSE NUMBER:  
**B505136**  
LICENSE TAX PERIOD:  
**JAN 01, 2020 TO DEC 31, 2020**  
THIS LICENSE IS VALID THRU MARCH 1, 2021

CLASSIFICATION:  
**CONTRACTOR &  
CONTRACTING/DEVELOPER**

COMMISSIONER OF THE REVENUE

TREASURER

The issuance of this license does not relieve the business owner of the responsibility of complying with all County and other legal requirements.



Tab 5

# PRODUCTS & SERVICES



**CNA**

**801 Warrenville Road; Suite 700  
Lisle, Illinois 60532**

June 15, 2020

Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

**Re: FHP Tectonics Corp.**

**Project: Job Order Contracting - Virginia  
Solicitation Number 03-20**

To Whom It May Concern:

Continental Casualty Company is the Surety for FHP Tectonics Corp. and Marsh USA Inc. is their surety agent that currently has the privilege of providing bonds for FHP Tectonics Corp. FHP Tectonics Corp.'s financial strength and management capabilities have qualified them for bonding on any project, which they have chosen to undertake. As such, Continental Casualty Company, their Surety company since 2002, highly recommends them for your favorable consideration on your project.

FHP Tectonics Corp. has been extended a bonding facility, which will support individual projects up to \$500,000,000.00 and an aggregate work program in the \$1,300,000,000.00 range. FHP Tectonics Corp. currently has in excess of \$500,000,000.00 in available bond capacity. Surety bonds are issued through the Continental Casualty Company which is rated A XV by AM Best and is listed in the Federal Register.

Continental Casualty Company holds FHP Tectonics Corp. in the highest regard. We heartily endorse their organization and will provide the requisite bonding should the project be awarded to FHP Tectonics Corp. This commitment is subject to acceptable contractual and underwriting terms and conditions.

Sincerely,

**Continental Casualty Company**



Adrienne C. Stevenson  
Attorney-in-Fact

STATE OF GEORGIA  
COUNTY OF FULTON

I, Sharon Jean Potts a notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

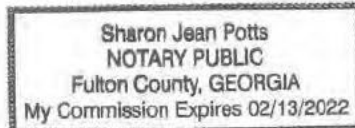
CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Atlanta in said County,

this 15<sup>th</sup> day of June A.D. 2020

  
\_\_\_\_\_  
Notary Public



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C. Stevenson , Individually

of Atlanta, Georgia , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 3rd day of June, 2015.

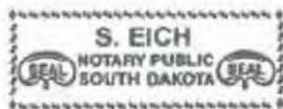


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruffat*  
Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of June, 2015, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

*S. Eich*  
S. Eich Notary Public

**CERTIFICATE**

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 15th day of June 2020



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Bult*  
D. Bult Assistant Secretary

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

**14****YEARS OF  
EXPERIENCE****EDUCATION**

- University of Illinois, B.S.,  
Civil Engineering

**LICENSES /  
CERTIFICATIONS**

- 30 HR OSHA
- Engineering in Training  
Certificate
- ASHE - Healthcare  
Construction Certificate
- Certified JOC Professional

# **BILL ROCHA**

## **General Manager**

**PROFESSIONAL EXPERIENCE**

Bill has 14 years of construction industry experience all with FHP. He joined FHP after graduating college, and over the years Bill worked diligently to earn promotions from Project Engineer to Project Manager to Senior Project Manager to his current position as General Manager. He has extensive experience managing Design-Build and other alternative delivery projects. Bill currently manages FHP's Washington Metropolitan Area Division and is responsible for managing all of the area's contracts. His responsibilities include oversight of the overall project execution and relationship management.

**RELEVANT EXPERIENCE****Prince William County JOC**

This Job Order Contract for Prince William County consists of renovation and repair projects for various county facilities. To date, FHP has completed a total of 32 work orders valued at \$2,736,239. Representative job orders include:

- Additional Bathroom Upgrades, \$46,761
- Fire Station 24 Roof Repair, \$6,520

**Alexandria City Public Schools JOC**

This Job Order Contract began in March 2016 and ran through March 2019. 18 work orders have been completed totaling \$1,565,882. Work orders consist of renovation and repair projects for various Alexandria City Public Schools facilities.

**Tyndall AFB SABER**

The \$48 million Tyndall Air Force Base SABER contract began in February 2012 and ran through August 2017. 194 work orders were issued totaling over \$42 million and ranged from \$4,116 to over \$5 million. Work consisted of site utilities, site work, asphalt, concrete, masonry, building renovations, new buildings, finishes, roofing, mechanical, plumbing, electrical, and communications.

**United States Postal Service JOC, Washington DC**

This JOC contract was awarded in February 2011 and was completed in February 2017. The 53 total work orders involved multiple renovation and repair projects to the headquarters facilities. In total, \$3,169,089 in work orders were completed ranging in value from \$6,899 to \$442,620.

**Fairfax County JOC**

This Job Order Contract consists of renovation, repair, replacement and alteration projects for various facilities that are owned and operated by Fairfax County. The contract began in November 2017 and continues until October 2022. To date, 28 work orders have been completed with a combined value of \$7,399,907.



**6****YEARS OF  
EXPERIENCE**

# INDIRA MATTIA

## Project Manager

### EDUCATION

- Howard University, B.S.,  
Civil Engineering

### LICENSES / CERTIFICATIONS

- 30 HR OSHA (510)
- Fall Protection

### PROFESSIONAL EXPERIENCE

Indira has six years of construction industry experience and with FHP. She started as a Project Engineer and was quickly promoted to Assistant Project Manager and then Project Manager. She has been the Project Manager for renovation and repair projects under FHP's Fairfax County's Job Order Contract and United States Postal Service DC Job Order Contract. She has also successfully managed lump sum projects for clients such as Arlington County and United Airlines. As Project Manager, Indira plans, directs, and coordinates all project requirements.

### RELEVANT EXPERIENCE

#### Fairfax County JOC

This Job Order Contract consists of renovation, repair, replacement and alteration projects for various facilities that are owned and operated by Fairfax County. The contract began in November 2017 and continues until October 2022. To date, 28 work orders have been completed with a combined value of \$7,399,907. Representative work orders:

- Lorton Quad Improvements, \$439,922
- Burkholder Renovations, \$2.3 million

#### Arlington County

Long Bridge Park Installation of site storm utilities, concrete sidewalks, playground equipment, high pressure fog system, playground surfacing and custom site furnishings. \$992,002

#### United Airlines Hold Room Configuration

FHP renovated and reconfigured four gates and 11 podiums for United Airlines in the Ronald Reagan Washington National Airport. Work included removing and replacing existing gates, millwork, electrical and low-voltage infrastructure, and the installation of IT equipment and gate information displays. \$268,563

#### United States Postal Service IDIQ JOC, Washington DC

This contract began in February 2019 and will continue until February 2020. Thirty work orders have been completed to date totaling \$1,400,157. Projects have included office build ups, hollow metal door replacements, sprinkler system upgrades, office renovations, and air handling unit replacements. Complexities include working in an occupied space and working in a secured facility. Representative work orders:

- HQ Sonar Room Construction \$205,939
- Elliot House Temporary Office Upgrades \$118,549



**25****YEARS OF  
EXPERIENCE**

# TODD BURGREN

## Project Manager

### EDUCATION

- University of South Carolina, B.A., History/International Studies

### LICENSES / CERTIFICATIONS

- 30 HR OSHA
- First Aid / CPR
- Asbestos Supervisor and Inspector License
- West Virginia General Contractor License
- West Virginia Blasting License
- VA Class A Building License

### PROFESSIONAL EXPERIENCE

Todd has 25 years of construction industry experience and he recently joined FHP. He has significant Job Order and Multiple Award Task Order Contract experience. Todd has worked on JOC projects for Prince William County, as well as Fairfax County, Arlington County Public Schools, and Loudoun County. As Project Manager, he is responsible for planning, directing, and coordinating the project team, subcontractors, and suppliers to ensure that project goals and objectives are accomplished in accordance with the set priorities, time limitations and funding constraints.

### RELEVANT EXPERIENCE

#### Prince William County JOC

This Job Order Contract for Prince William County consists of renovation and repair projects for various county facilities. To date, FHP has completed a total of 32 work orders valued at \$2,736,239. Representative job orders include:

- Additional Bathroom Upgrades, \$46,761
- Fire Station 24 Roof Repair, \$6,520

#### Fairfax County JOC

This Job Order Contract consists of renovation, repair, replacement and alteration projects for various facilities that are owned and operated by Fairfax County. The contract began in November 2017 and continues until October 2022. To date, 28 work orders have been completed with a combined value of \$7,399,907. Representative work orders:

- Lorton Quad Improvements, \$439,922
- Burkholder Renovations, \$2.3 million

#### Arlington County Public Schools JOC

This Job Order Contract began in March 2016 and ran through March 2019. 18 work orders have been completed totaling \$1,565,882. Work orders consist of renovation and repair projects for various Alexandria City Public Schools facilities. Representative job orders include:

- Randolph Elementary School - Sun Tunnels, \$37,897
- Career Center Kitchen Renovation, \$499,141



**43****YEARS OF  
EXPERIENCE****EDUCATION**

- Gardner Webb College, B.A., Construction Management
- Business and Construction Management, A.A., College of Southern Maryland

**LICENSES /  
CERTIFICATIONS**

- 30 HR OSHA
- 10 HR OSHA
- U.S. Army Corp of Engineers – Construction Quality Management (CQM)
- Asbestos Removal
- NAESA Certified Elevator and Escalator Inspector
- Fall Protection
- Excavation Safety
- Confined Space Certified
- First Aid/CPR/AED

**RUSS MCKEOWN****Project Manager****PROFESSIONAL EXPERIENCE**

Russ has 43 years of construction industry experience including one year with FHP. His experience includes managing all phases of multi-million dollar construction projects. He has completed estimates and negotiations for RS Means based JOC task orders, lump sum and time and material contracts. Russ is exceptionally skilled at developing and implementing policies and procedures, ensuring compliance with government regulations, and applicable codes.

**RELEVANT EXPERIENCE****Prince William County JOC**

This Job Order Contract for Prince William County consists of renovation, repair, replacement and alteration projects for various facilities that are owned and operated by the county. To date, FHP has completed a total of 32 work orders valued at \$2,736,239. Representative work orders:

- Additional Bathroom Upgrades, \$46,761
- Fire Station 24 Roof Repair, \$6,520

**Fairfax County JOC**

This Job Order Contract consists of renovation, repair, replacement and alteration projects for various facilities that are owned and operated by Fairfax County. The contract began in November 2017 and continues until October 2022. To date, 28 work orders have been completed with a combined value of \$7,399,907. Representative work orders:

- Bailey's Sidewalk Improvement, \$53,882

**Arlington County JOC**

This Job Order Contract began in March 2016 and ran through March 2019. 18 work orders have been completed totaling \$1,565,882. Work orders consist of renovation and repair projects for various Alexandria City Public Schools facilities. Representative work orders:

- Randolph Elementary School - Sun Tunnels, \$37,897
- Career Center Kitchen Renovation, \$499,141

**Alexandria City Public Schools JOC**

This Job Order Contract began in March 2016 and will continue until March 2019. 17 work orders have been completed to date totaling \$1,478,545. Work orders consists of renovation and repair projects for various Alexandria City Public Schools facilities. Representative work orders:

- Charles Barrett ES - Replace PTAC Units in 3 rooms, \$79,122
- Polk & Williams Relocatables, \$750,00





**35****YEARS OF  
EXPERIENCE****EDUCATION**

- Georgia Institute of Technology, B.S., Civil Engineering

**LICENSES /  
CERTIFICATIONS**

- 30 HR OSHA
- First Aid / CPR
- USACE Construction Quality Management for Contractors (CQM)
- LEED AP
- Engineer in Training, GA

# **SCOTT PAGE,** LEED AP

## **Project Manager**

**PROFESSIONAL EXPERIENCE**

Scott has 35 years of construction industry experience including seven years with Paschen. He has significant Job Order and Multiple Award Task Order Contract experience. His experience includes managing Design-Build security improvement task orders at Frederick County Public School. Scott has also managed projects for public clients including Loudoun County and the Washington Metropolitan Transit Authority. He is currently working as the Project Manager on the Design/Build Services for Security Improvements Project for Calvert County Public Schools.

**RELEVANT EXPERIENCE****Frederick County Public Schools Security Vestibules**

The scope of work included the design and construction of security vestibules at five schools in the Frederick County Public Schools system. The new entryways were designed to improve school security and require visitors to first go through the school's office rather than going directly into the schools. These Design-Build task orders were issued under FHP's Maryland ezIQC contract which ran from May 2012 through May 2016.

- Emmitsburg Elementary School Security Vestibules, \$41,624
- Brunswick High School Security Vestibules, \$40,786
- Valley Elementary School Security Vestibules, \$59,507

**Loudoun County JOC | Stormwater**

Job Order Contract for maintenance and repair of stormwater infrastructure, paving, and other miscellaneous site work. Task orders range in value from \$10,000 to over \$500,000 and consist of debris removal, water flushing and jet cleaning, dirt and silt removal, stream/open drainage vegetation, and configuration and realignment of drainage channels. **To date 70 task orders worth \$4,134,900 have been issued. Task orders include:**

- Shoring, Excavation and Surface Repairs, \$547,116
- Alder School Road Clearing, \$319,060
- Brockman Lane Electric Gate, \$57,064

**Washington Metropolitan Area Transit Authority JOC**

Job Order Contract for the repair and renovation of WMATA facilities. Work orders range in value from \$50,000 to \$4 million. 149 work orders worth \$34,114,062 were issued. Task orders include:

- Ft. Totten Station Lighting Rehabilitation, \$1,010,228
- Maintenance Platform and Fuel System for Oil-Fired Heaters at Shady Grove,





Tab 8

**VALUE ADDED  
PRODUCTS &  
SERVICES**

# VALUE ADDED PRODUCTS & SERVICES

## EXECUTIVE SUMMARY

FHP Tectonics Corp. (FHP) has operated as a General Contractor and Construction Manager for over two decades, with a family history in construction for over a century. FHP offers a broad depth of experience in every phase of construction.

We have focused on public infrastructure throughout our history, including schools, libraries, government facilities, offices, parks, public transit, roadways, aviation facilities, water treatment plants, pump stations, and more. This depth of experience has led to work nationwide and a thorough understanding of how to successfully complete indefinite quantity contracting projects in accordance with the contract requirements, in a safe manner and within the user's budget and time frame requirements.

## Self-Performed Capabilities

FHP has the capability to self-perform major portions of the work, such as concrete and carpentry, but also demolition, paving, drywall, hollow metal, and hardware. This offers significant advantages to our clients, particularly the ability to control the project's schedule, maintain the budget, and meet the quality standards specified while setting the pace of progress for the other trades to follow.

FHP Self-Performed Trades	
Carpentry	✓
Drywall & Plaster	✓
Select Demolition	✓
Doors & Hardware	✓
Concrete	✓
Paving	✓

## Type of Work Typically Subcontracted

The following is a list of major trades subcontracted:

- Earthwork
- Site Utilities
- Landscaping
- Fencing
- Environmental Abatement
- Masonry
- Steel & Misc. Metals
- Roofing & Waterproofing
- Windows & Doors
- Finishes
- Elevators
- Mechanical
- Plumbing
- Electrical

## Community Commitment

We are proud of the fact that the work we do makes our communities better places to work, live, and play. But what's even more important to us than the things we build, are the people we build them for. We love to donate our time, talents, and resources to a broad range of charitable events and organizations, like the Leukemia Research Foundation, ACE Tech Charter High School, the American Heart Association's Hard Hats for Heart, Rebuilding Together Inc., and AEC Cares. In 2016, we also established a FHP Scholars program at George Westinghouse College Prep, providing mentorship opportunities for students interested in pursuing careers in the construction industry.

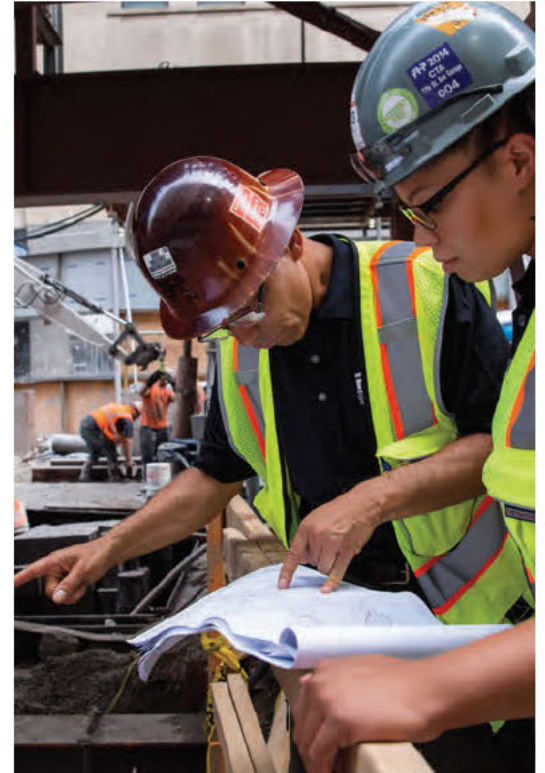


# VALUE ADDED PRODUCTS & SERVICES

## Diversity

At FHP, we believe that a diversity of viewpoints, experiences, and backgrounds creates long-term value for our clients and for the communities in which we work. That's why they strive to meet—and, as a result, often exceed—MBE/ WBE/SBE and EEO goals. We have a long-standing commitment to building strong relationships with diverse businesses including DBE, MBE, WBE, SBE, VOSB, 8(a), and other socioeconomically disadvantaged business enterprises.

Those relationships allow us to meet or exceed diverse business goals and EEO requirements while staying within budget expectations. The average diverse spend on FHP projects is 30% or greater. In addition, we have received several diversity awards including the award of the Most Inclusive Prime Contractor of the Year for 2018 from the Md. Washington Minority Companies Association.






Tab 9

# REQUIRED DOCUMENTS

## Clean Air and Water Act & Debarment Notice

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.

I hereby further 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	FHP Tectonics Corp.
Print Name	James V. Blair, Chairman   Chief Executive Officer
Address	2010 Corporate Ridge, Suite 400
City, State, Zip	McLean, Virginia 22102
Authorized signature	
Date	6/16/2020

# Contractor Requirements

## **Contractor Certification 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 is 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 offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA 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 offeror 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.

Authorized signature



Date

6/16/2020

James V. Blair, Chairman | Chief Executive Officer

## 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.

Company name	FHP Tectonics Corp.
Address	2010 Corporate Ridge, Suite 400
City/State/Zip	McLean, Virginia 22102
Telephone No.	703.245.0280
Fax No.	703.245.0281
Email address	jblair@thpaschen.com
Printed name	James V. Blair
Position with company	Chairman   Chief Executive Officer
Authorized signature	



## **Required Clauses for Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

# **Required Clauses for Federal Assistance provided by FTA**

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

## **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located in Virginia, issues this Request for Proposal (RFP) to result in a state contract.

For your reference, the list below includes some, but not all, of the entities included in this proposal:

Alexandria Public Schools, Virginia	Spotsylvania County Schools, Virginia
Maryland-National Capital Park & Planning Commission	City of Fauquier County, Virginia
Alexandria Sanitation Authority (Alexandria Renew)	City of Stafford County, Virginia
Maryland Department of Transportation	Fauquier County Schools, Virginia
City of Alexandria, Virginia	City of Takoma Park, Maryland
Alexandria Public Schools, Virginia	City of Frederick City, Maryland
Metropolitan Washington Airports Authority	Upper Occoquan Sewage Authority
City of Arlington County, Virginia	City of Frederick County Maryland
Metropolitan Washington Council of Governments	City of Vienna, Virginia
Arlington Public Schools, Virginia	City of Gaithersburg, Maryland
Montgomery Community College	Virginia Railway Express
City of Bladensburg, Maryland	City of Greenbelt, Maryland
City of Montgomery County, Maryland	Washington Metropolitan Area Transit Authority
City of Bowie, Maryland	City of Herndon, Virginia
Montgomery County Public Schools, MD	Washington Suburban Sanitary Commission
Charles County Public Schools, MD	City of Leesburg, Virginia Including Department of Public Works, Capital Projects & Utilities Divisions
Northern Virginia Community College	City of Winchester, Virginia
City of College Park, Maryland	Loudoun County Sanitation Authority (Loudon Water)
Omni Ride	City of Winchester Public Schools
City of Culpeper County, Virginia	Loudoun County Public Schools, Virginia Including Facilities & Construction Divisions
Potomac & Rappahannock Trans. Commission	City of Loudoun County, Virginia
District of Columbia	City of Manassas, Virginia
City of Prince George's County, Maryland	Manassas City Public Schools, Virginia
District of Columbia Courts	City of Manassas Park, Virginia
Prince George's County Public Schools, MD	University System of Maryland
DC Water and Sewer Authority	Montgomery County DOT
Prince William County Public Schools, Virginia	Montgomery County Department of General Services
District of Columbia Public Schools	Commonwealth of Virginia University System
City of Prince William County, Virginia	Arlington County Parks and Recreation
Fairfax County Water Authority	Arlington County Facilities Management Bureau
Prince William County Service Authority	Prince William County Department of Parks, Recreation and Tourism
City of Fairfax, Virginia Including FMD, P&R & Public Works	Prince William County Government
City of Rockville, Maryland	
City of Falls Church, Virginia	



**Please note this contract may be used by all Public School Districts in Virginia**

**Please note this contract may be used by any local government entities in Virginia**

**Please note this contract may be used by any non-profit entities in Virginia**