

Region 4 Education Service Center (ESC)

Contract # R200107

for

Job Order Contracting Services

with

J.T. Vaughn Construction, LLC

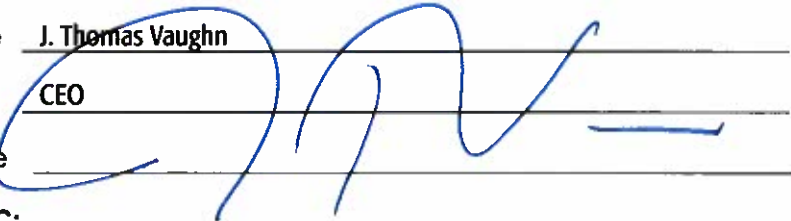
Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and **J.T. Vaughn Construction, LLC**, effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFCSP, incorporated by reference

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

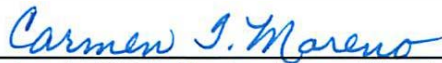
Company Name J.T. Vaughn Construction, LLC
Address 152 Carrie Street
City/State/Zip Houston, Texas 77047
Telephone No. (713) 589-7400
Email Address tvaughn@vaughnconstruction.com
Printed Name J. Thomas Vaughn
Title CEO
Authorized signature 

Accepted by Region 4 ESC:

Contract No. R200107
Initial Contract Term May 1, 2020 to April 30, 2022


Region 4 ESC Authorized Board Member
Margaret S. Bass
Print Name

4/28/2020
Date


Region 4 ESC Authorized Board Member
Carmen T. Moreno
Print Name

4/28/2020
Date



Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFCSP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFCSP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFCSP and draft Contract.

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

- Offeror takes the following exceptions to the RFCSP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFCSP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFCSP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of May 1, 2020 by and between J.T. Vaughn Construction, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Job Order Contracting Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R200107 for Job Order Contracting Services ("RFCSP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFCSP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of two (2) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFCSP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFCSP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFCSP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC 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.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

VAUGHN / ENVELOPE 2



January 23, 2020

REGION 4 EDUCATION SERVICES CENTER JOB ORDER CONTRACTING SERVICES

Solicitation Number 20-01

J.T. Vaughn Construction, LLC

152 Carrie Street
Houston, TX 77047
T: (713) 589-7400
F: (713) 589-7449

Contact: Rodney Moore, Project Director
Cell: (281) 808-6530
Email: rmoore@vaughnconstruction.com
www.vaughnconstruction.com

Submitted to:

Ms. Crystal Wallace
Business Operations Specialist
Region 4 Education Services Center
7145 West Tidwell Road
Houston, TX 77092

Building What Matters Since 1988

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Region 4 Education Service Center | Job Order Contracting Services | Solicitation Number 20-021

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Addenda Acknowledgement
Addendum No. 1, 1/14/2020
Addendum No. 2, 1/15/2020

APPENDIX A
DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 202X by and between _____
_____ ("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of _____ ("the
products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____
("RFCSP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in
providing the services/materials described in the RFCSP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract
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Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these
terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4
ESC, said exceptions or deviations are incorporated into the Contract.

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and
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canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to
renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC
shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's
intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-
five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or
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CONTRACT

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
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- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
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- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) 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.

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CONTRACT

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- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

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sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

CONTRACT

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

CONTRACT

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name J.T. Vaughn Construction, LLC

Address 152 Carrie Street

City/State/Zip Houston, Texas 77047

Telephone No. (713) 589-7400

Email Address tvaughn@vaughnconstruction.com

Printed Name J. Thomas Vaughn

Title CEO

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TAB TWO: Experience and Reputation

i. Include a detailed response to Appendix E, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

3.1 COMPANY

A. Brief history and description of Supplier.

Vaughn Construction (Vaughn) is a Texas-based builder with approximately 1,000 employees. Established in the 1980s, the firm was born out of the Vaughn family’s long history and trusted reputation in the construction industry. Today, Vaughn remains family owned, is one of the largest contractors in Texas, and is a leading builder of research, healthcare, institutional, higher education, and biomedical facilities in the marketplace. In addition to our Houston headquarters, Vaughn maintains offices in Austin, College Station, Dallas, El Paso, Galveston, Lubbock, Rio Grande Valley, San Antonio, and the Texas Medical Center (Houston), along with many project offices to serve our clients. We have maintained a constant but controlled growth over the last 30+ years. Our business philosophy limits our growth as we do not strive to be all things to all people; rather we are committed to being a long-term partner with our clients. Over 90 percent of our work is repeat business. While many of our construction projects are large new buildings on greenfield sites, our work is also comprised of small renovation and addition projects for existing clients, a testament to our ability to fully service all of a client’s building needs.

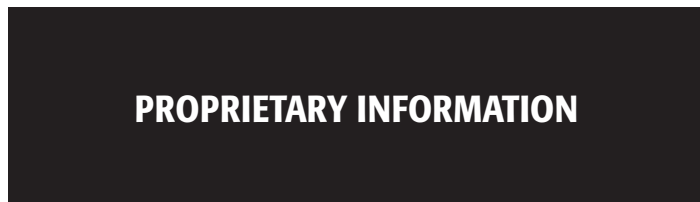
B. Total number and location of sales persons employed by Supplier.

In addition to our formal marketing department at the corporate office in Houston, all of our project managers and superintendents are involved in marketing and sales. They are located in our 10 offices across the state.

C. Number and location of support centers (if applicable) and location of corporate office.

We have included the location of our local and corporate offices in the chart to the right.

D. Annual sales for the three previous fiscal years.



We consider all of the above information to be confidential.

E. Submit FEIN and Dunn & Bradstreet report.

As a privately held company, we do not report to Dun & Bradstreet.

LOCATION	ADDRESS
Houston Corporate Headquarters	10355 Westpark Drive Houston, Texas 77042
Austin	6604 N. Lamar Austin, Texas 78752
College Station	2421 Earl Rudder Freeway College Station, Texas 77845
Dallas	9160 Sterling Street, Suite 100 Irving, Texas 75063
El Paso	124 West Castellano Drive, Suite 105 El Paso, Texas 79912
Galveston	1028 Broadway Galveston, Texas 77550
Lubbock	2407 20th Street Lubbock, Texas 79401
Rio Grande Valley	525 W. Nolana Ave., Suite H McAllen, Texas 78504
San Antonio	1400 Universal City Boulevard Universal City, Texas 78148
Texas Medical Center	152 Carrie Street Houston, Texas 77047

F. Describe any green or environmental initiatives or policies.

We have constructed numerous projects that have achieved LEED® status, including Certified, Silver, Gold, and Platinum level facilities, and we are committed to delivering a sustainable finished product. Our approach to sustainability is to examine the impact of how buildings are constructed now, and to determine whether the materials and methods we utilize are sustainable for the long term. To ensure these initiatives are carried out, we employ comprehensive building strategies, and collaborate with the architect to maximize our efforts. The end result is buildings that are more energy and water efficient, more durable, and are built with “healthier” materials. This approach is implemented regardless of whether or not our clients decide to pursue a certification such as LEED®.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

We have an excellent track record of successfully utilizing diverse partners on our projects. We are recognized by both the Texas A&M University System and the University of Texas System for our excellent work in this area. We have an extensive database of diversity contractors and make a good faith effort to use them, if qualified, on our projects. Measures we use to increase diversity participation include: waiving bonding requirements, assisting trade contractors

with procuring insurance, funding payrolls, and purchasing materials for them.

We do not change our approach from job to job. We always put forth a good faith effort. Results vary depending on the size and type of project, market conditions, and trade contractor interest. We meet with the client prior to starting a project to discuss their diversity participation objectives and how we can alter our standard procedures to accommodate their desires. Some of the ways we solicit their participation include:

- Notifying plan rooms, minority industry associations, and our diversity database of upcoming bid packages.
- Hosting outreach meetings to provide diversity firms an opportunity to meet our personnel face to face prior to bid packages release.
- Explaining our bid package strategy and our flexible scope approach. Most broker construction managers force strict bid packages onto the trade contractor community which discourages many diversity firms, especially on larger projects. We clearly explain our flexible scope approach which makes it clear that we want these diversity firms to bid the scopes of work that they feel comfortable bidding. We supplement this information by teaming the diversity firm with another trade contractor, by requesting additional breakout on bids from other trade contractors, or by bidding on the missed scope ourselves prior to the bid time.
- Making plans available to all firms including minority business associations.
- Distributing addendum, bid procedure changes, and other updates to diversity firms and minority business associations.
- Assisting non-registered women or minority-owned businesses with registering for the Texas Procurement Commission.

Because many of our clients are state agencies with strict procurement laws regarding open bidding processes, we must award work to the most qualified, and cost-effective bidder, regardless of their diversity status. As such, pricing does not change when using diversity programs.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Vaughn Construction does not hold any historically underutilized business certifications.

I. Describe how supplier differentiates itself from its competitors.

The job order contracting (JOC) process is more difficult than a single project. Because we have provided JOC services to clients for more than 20 years, we have experience and understanding of the difficulties in dealing with multiple work orders under a single contract. Our staff can execute multiple estimates quickly and concurrently, our managers and superintendents have the experience to effectively manage multiple job sites and different teams of trade contractors, and our accounting system is well-suited to the task of tracking cost and billings on numerous projects. We understand the requirements of the job order contract. We are adaptive with our resources and can power up or down as the work orders require.

ATTRIBUTES

The “Do it once. Do it right.” principle. This approach stems from our emphasis on the preconstruction services, particularly the constructability reviews. The closer we examine how the project will be built, before it will be built, the better the end result will be. In addition, our attention to detail, aggressive planning, and streamlined decision making process, keep projects moving forward in an efficient manner.

The extra 1%. Because we are committed to being a long-term partner with our clients, our people are dedicated to doing whatever it takes to satisfy clients’ project objectives. This is most readily exemplified by our willingness to assist Owners and stakeholders well beyond the warranty period. We frequently hear from Owners about our responsiveness and willingness to go beyond our scope of service to ensure their needs are met. Over 90% of our work is repeat business.

Focus on relationships. Vaughn has a reputation for fair, respectful, and valued treatment of architects, engineers, consultants and trade contractors, which allows us to offer a broader range of high quality choices for our clients’ consideration. Because more businesses in the architecture/engineering/construction industry want to work with Vaughn, we get a higher number of quality responses to our bids for work. We maintain a master trade contractor list of 3,000 of the most qualified trade contractors across the state who have met our stringent requirements and whom we feel comfortable recommending to our clients.

Hands-on builder. Vaughn is the rare combination of a sophisticated construction manager and a traditional general contractor. Our approach to projects is truly hands on. We offer a substantial workforce, with craftsmanship and attention to detail unmatched in the industry. Our focus is on the construction process, not merely the result. Our hard bid contracting experience gives us the ability to critically evaluate the trade contractor bids we receive and ensure our clients receive the best value for their dollar.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

We are very proud of our record of having zero claims, litigation, bankruptcy, or reorganization the last 30+ years. From time to time, we are named in various matters, mostly nuisance-type claims from trade contractor employees. We have no matters that would impair our ability to successfully complete this project.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

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

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Vaughn Construction is not owned or operated anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

We do not have any debarment or suspension actions taken against our firm.

3.2 DISTRIBUTION, LOGISTICS

A. Describe the full line of products and services offered by supplier.

We are the rare combination of a sophisticated construction manager and traditional general contractor. Our approach to projects is truly “hands on.”

We have the capability to provide all types of construction delivery approaches, ranging from design-build (D-B) and construction manager-at-risk (CM-R) to hard bid contracting. We provide on-site supervision and dedicated experienced project managers who are focused on quality and customer satisfaction.

We also offer a substantial workforce, with craftsmanship and attention to detail unmatched in the industry. Our focus is on the construction process, not merely the result. On-site and off, we are building things that matter.

We also offer OMNIA/Region 4 ESC unique capabilities in self-performing many key areas of the work. Our areas of specialty include site work, utilities, concrete (including formwork, reinforcing steel, placement, and finishing), steel erection, precast erection, door/specialty hardware installation, miscellaneous metals, and rough carpentry. We occasionally provide interior finishes as well.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Vaughn Construction primarily operates in Texas, and can provide services in New Mexico, Oklahoma, Louisiana, and Florida. Our understanding of this contract is to provide services to clients in Region 4 ESC, and as such, they do not require services nationwide.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

The pricing used in the Master Agreement is RS Means Price Book. Our clients are familiar with this book and many of them own a copy of it so they can compare our pricing to ensure it is the same. We also supply a copy of the line items that we have priced from the book as part of our proposal, along with references to the Master Agreement. We review these items with the client and answer any questions before the client issues us a purchase order.

Because our products are custom fabricated and installed to meet the actual site conditions, we do not utilize distribution channels outside a traditional job order delivery. Direct order, retail or in-store, and/or distributors are not applicable.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

N/A. Vaughn Construction will oversee the delivery of all services to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

We have an equipment and material yard located in Houston that stocks lumber, forms, nails, backhoes, skid steer equipment, cranes, concrete buckets, pumps, generators, hoses, concrete trowels, fencing materials, steel, street sweepers, lights, air filtration devices, saws, hammers, jack hammers, ladders, chains, and other standard construction equipment. We custom fabricate steel and concrete.

3.3 MARKETING AND SALES

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

We have great working relationship with OMNIA Partners under our current Region 4 ESC contract and therefore see a smooth implementation of this contract. Our executive leadership endorses and supports the current Master Agreement and will continue with the new agreement. We will relay this message to our entire team within the first 10 days of contract award.

As a current supplier under this agreement, we are familiar with the procedures and meet with OMNIA Partners in our market areas on a regular basis. Within the first 90 days, we will contact these partners and discuss any additional training and/or education needs that may be required or updated.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing

efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Our 90-day plan describing how we will implement the contract within our firm is as follows:

DAYS	PLAN OF ACTION
1 - 30	Issue press release; announce award of contract to all project managers via Vaughn intranet site of contract; discuss with sales team in monthly business development meeting
31 - 60	Direct mail to current customers via quarterly newsletter and white papers
61 - 90	Create and post dedicated page on Vaughn website

If awarded contract, we will work with OMNIA/Region 4 ESC to market this contract. We will issue a co-branded press release within the first 30 days and will promote the award in our next quarterly newsletter. We participate in the following trade shows in which we will actively market and deliver this program:

- Texas College & University Facilities Conference
- Construction Owners Association of America
- Texas Association of Health Care Facilities Managers

We will demonstrate the benefits of this contract and provide data sheets and case studies which we encourage OMNIA/Region 4 ESC members to contact. We have a white paper that educates current and potential clients regarding job order contracting.

This report explains the benefits of job order contracting services and includes a case study on how these services are used successfully by University of Texas MD Anderson Cancer Center. We will distribute this report to educate clients and promote OMNIA/Region 4 ESC while we continue to emphasize the benefits of a cooperative agreement, including the ease of procurement and speed of delivery to the market through OMNIA Partners.

We will develop a dedicated page on our website to promote OMNIA Partners, Public Sector contract. The website will contain all information detailed above.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Our current OMNIA/Region 4 ESC agreement is our most utilized cooperative contract and we will continue to service the existing clients with this contract if awarded. If Vaughn is not awarded this contract, we would need to offer our client base other cooperative agreements, and we would need to find a new partner for our TXMAS contact, as we currently team with OMNIA/ Region 4 ESC.

The other cooperatives with which we have master agreements include:

- Choice Partners – Region includes the State of Texas.
- Buy Board – Local to only one area in the Texas region and mandated by that Owner.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

We agree to provide our logo to OMNIA Partners, Public Sector, and we agree to provide permission for reproduction of such logo in marketing communications and promotions.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

We confirm we will be proactive in direct sales of our services to our public agency clients and the timely follow up to leads established by OMNIA Partners, Public Sector.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector*
- iv. Knowledge of benefits of the use of cooperative contracts*

We confirm we will train our sales force on the Master Agreement.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support*
- ii. Marketing*
- iii. Sales*
- iv. Sales Support*
- v. Financial Reporting*
- vi. Accounts Payable*
- vii. Contracts*

The chart on the following page outlines the individuals who are each responsible for the areas listed above in their respective office.

LOCATION AND ADDRESS	KEY PERSONNEL
Austin 6604 N. Lamar Austin, Texas 78752	Jose Villarreal, Senior Project Manager (512) 318-1332 jvillarreal@vaughnconstruction.com
College Station 2421 Earl Rudder Freeway College Station, Texas 77845	Judd Blume, Project Director (979) 260-7600 jblume@vaughnconstruction.com
Dallas 9160 Sterling Street, Suite 100 Irving, Texas 75063	Jeff Jones, Project Director (214) 382-3700 jjones@vaughnconstruction.com
El Paso 124 West Castellano Drive, Suite 105 El Paso, Texas 79912	Jose Villarreal, Senior Project Manager (915) 533-4474 jvillarreal@vaughnconstruction.com
Galveston 1028 Broadway Galveston, Texas 77550	Neil Skinner, Project Director (409) 770-0747 niskinner@vaughnconstruction.com
Lubbock 2407 20th Street Lubbock, Texas 79401	Kelly Dennard, Project Manager (806) 368-3497 kdennard@vaughnconstruction.com
Rio Grande Valley 525 W. Nolana Ave., Suite H McAllen, Texas 78504	Luke Vaden, Senior Project Manager (210) 403-9833 lvaden@vaughnconstruction.com
San Antonio 1400 Universal City Boulevard Universal City, Texas 78148	Kirt Bailey, Senior Project Manager (210) 403-9833 kbailey@vaughnconstruction.com
Texas Medical Center 152 Carrie Street Houston, Texas 77047	Rodney Moore, Project Director (713) 589-7400 rmoore@vaughnconstruction.com

All of our project directors and project managers are involved in sales, marketing, sales support, financial reporting, accounts payable, contracts, and provide executive support. Resumes for these team members are located starting on page 37.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Our sales force is structured by individual regions throughout the state of Texas. Each region has a local leadership team who provides sales and operations support to the clients in their area. These teams report to Rodney Moore.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

We are a Texas-based general contractor supplying custom building additions and modifications to public clients based in Texas. Our existing OMNIA/Region 4 ESC agreement covers the State of Texas, and we intend to keep servicing this same region under the new contract agreement. Our sales team will continue to develop and expand relationships with public agency clients in this region while servicing our existing clients.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

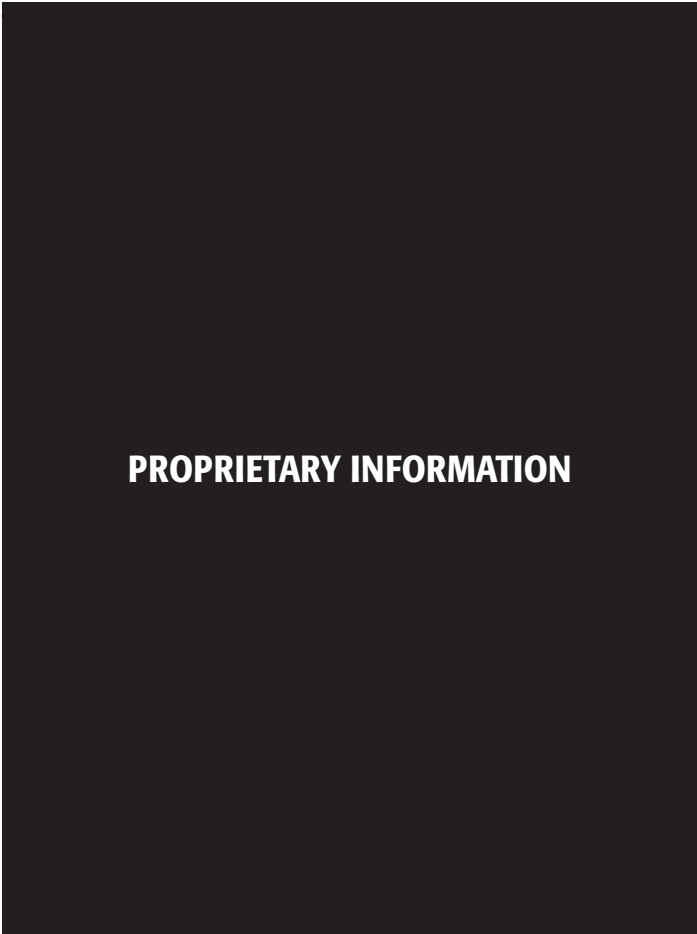
Because of our experience with this agreement and current relationship with OMNIA/Region 4 ESC, our sales and marketing efforts, account set-ups, and contract administration for the new agreement will be seamless. We will continue to administer the new Master Agreement in the same manner we have been successfully doing in the past five years.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

The sales volume of purchases through cooperatives last year totaled \$42.8 million. As a privately held company, our customer and contact list is confidential, and we do not make this information a matter of public record.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.





PROPRIETARY INFORMATION

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

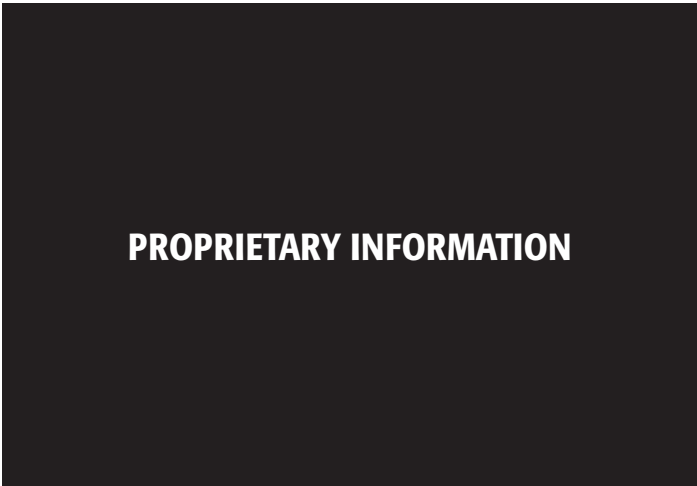
Detail Supplier's strategies under these options when responding to a solicitation.

We consider all of the above information to be confidential.

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

We will follow the requirements of the Owner's RFQ for any solicitations made direct by the Owner. The terms and conditions of these direct solicitations often vary from our Master Agreement and must be taken into consideration in the response. When the Owner allows us to use the Master Agreement for these solicitations, and it provides the best opportunity for award of the project, we will use the Master Agreement and provide pricing in accordance with its terms and conditions. We will report all contract sales made through this agreement to OMNIA Partners.



PROPRIETARY INFORMATION

We consider all of the above information to be confidential.

ii. The successful Offeror will be required to sign Appendix E, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

We have reviewed the Appendix E, Exhibit B, OMNIA Partners Administration Agreement, and we do not foresee any issues with signing this agreement prior to contract award. We have no exceptions to OMNIA Partners Administration Agreement on Exhibit B, Terms and Conditions Acceptance Form.

iii. Include completed Appendix E, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

We have included the Exhibit F, Federal Funds Certifications on pages 17 - 21.

Regarding Exhibit G, New Jersey Business Compliance, as a Texas-based contractor, we do not intend to do business in the state of New Jersey.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

(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)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

(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.

Does offeror agree to abide by the above? YES TV Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

(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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

(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 Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

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.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

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).

Does offeror agree? YES TV Initials of Authorized Representative of offeror

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.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES TV Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: J.T. Vaughn Construction, LLC

Address, City, State, and Zip Code: 152 Carrie Street, Houston, Texas 77047

Phone Number: (713) 589-7400 Fax Number: (713) 589-7449

Printed Name and Title of Authorized Representative: J. Thomas Vaughn, CEO

Email Address: tvaughn@vaughnconstruction.com

Signature of Authorized Representative:  Date: January 23, 2020

iv. Describe how Offeror responds to emergency orders.

If we receive a call about an emergency order, we evaluate the issue with the Owner to determine the level of priority. For emergencies, our response is immediate. For non-emergency issues, our process includes documenting, assessing, and creating an execution plan for the remedial work within 48 hours of the initial call. After the call, we contact our warranty response group, which includes the team who installed the work and the correct trade contractor. Within 24 hours of notice, we send a project team member to assess and plan the remedial work.

v. Describe Offeror's ability to meet service and warranty needs, if applicable.

We are committed to serving our clients with the utmost care. Over 90 percent of our projects come from repeat business, primarily because of our ability to offer a higher level of service than the majority of our competitors and because of our follow-up after work is complete. Our philosophy centers on the notion of treating our clients' needs and facilities as if they were our own. Every one of our projects receives substantial oversight from a senior leader of the company who is available at any time to solve a problem during the course of the project or during the warranty period. Over the years, we have enjoyed an open dialogue with all our clients. Through this communication, we can openly discuss challenges of a particular project and identify a quick and comprehensive resolution of any problems during or after project completion.

Our warranty service implementation plan starts with the proper turnover of operation and maintenance documents and the training of facilities personnel on the operation of the facility prior to the completion of the project. We ensure all information is disseminated efficiently and completely so we can eliminate many potential warranty issues before they occur. We provide contact phone numbers and names so that facilities personnel know who to contact and how to contact us should a warranty issue arise.

During project closeout, we are extremely diligent in making sure every potential quality issue is addressed as users occupy the facility. Should a problem occur during the warranty period, our warranty manager responds immediately and directs either our personnel or the appropriate trade contractor to perform the corrective work. We pay particular attention to life safety systems issues. We ensure that the system installers are responding and addressing the warranty issue with proper urgency. We work closely with our clients' warranty managers to keep an open line of communication so that we identify, address, and close out any issues efficiently. After warranty work is complete, we follow up to ensure that it was completed to the users' satisfaction, and that no further work is required. We look forward to having the opportunity to implement this plan on the Job Order Contracting Services project and demonstrate the difference and benefit of our approach.

vi. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

We are totally committed to serving our customers with the utmost of care. Over 90 percent of our projects come from repeat business, primarily because of our ability to offer a higher level of customer service than our competitors and because of our follow-up after work is complete. Each project team acts as a service center. We distribute emergency contact lists to the Owner for 24-hour emergencies.

Our customer service philosophy centers on the notion of treating our clients' needs and facilities as if they were our own. Over the years, we have enjoyed open dialogue with our clients. We openly discuss challenges of a particular project to find a quick and comprehensive resolution during or after project completion.

vii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments.

We utilize a comprehensive accounting system for construction projects. It is a paperless system which allows trade contractor invoices and other payables to be quickly routed between accounting and the project team to ensure proper approval and timely payment to our trade contractors. The paperless system also allows prompt production of supporting documents, if needed by the Owner.

Our process involves vouching and approval by the appropriate project manager prior to entering into the accounting system. Once approved, the accounting department verifies we have an insurance certificate and a signed and valid subcontract on file, and that amount on the invoice is not higher than the contract amount. Once we verify all these documents, we enter the invoice into the accounting system for payment.

Our system has proprietary modifications to specifically address the accounting needs of our public and institutional clients. Some of the features include:

- Non-reimbursable or unallowable costs may be coded to separate cost codes or a separate cost center.
- The net costs, net of any trade or volume discount, are typically only shown in our cost report. We have the ability to isolate and quantify these trade or volume discounts on a job by job basis.
- Preconstruction costs may be segregated by assigning a separate job number which accounts for all the preconstruction costs and billings to the client.
- Cost codes are designed to capture extra work, including changes approved by the client.
- Sales or use tax exemptions that the Owner may be entitled to claim are analyzed by the on-site project management team and our accounting department. They review each invoice and each line item on the invoice.

viii. Describe Offeror’s contract implementation/customer transition plan.

We will continue using the same implementation plan we are using with our current Region 4 ESC contract. This plan includes marketing our construction services to our existing network of clients across the state of Texas. These clients continue to use Vaughn for their construction needs, and they use the Region 4 ESC contract for the simplicity and ease of procuring Vaughn for their projects. This system creates repeat business for the Vaughn/OMNIA/ Region 4 ESC team and has been successful in steadily increasing sales revenue since Region 4 ESC first awarded Vaughn a contract.

ix. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.

Our website is used as a tool to communicate our service offerings with current and potential clients, trade contractors, and as a recruiting tool for potential employees. It is not used for ordering, returns, and reporting. The link is <http://www.vaughnconstruction.com>.

x. Describe the Offeror’s safety record.

The following statistics demonstrate our excellent safety record:

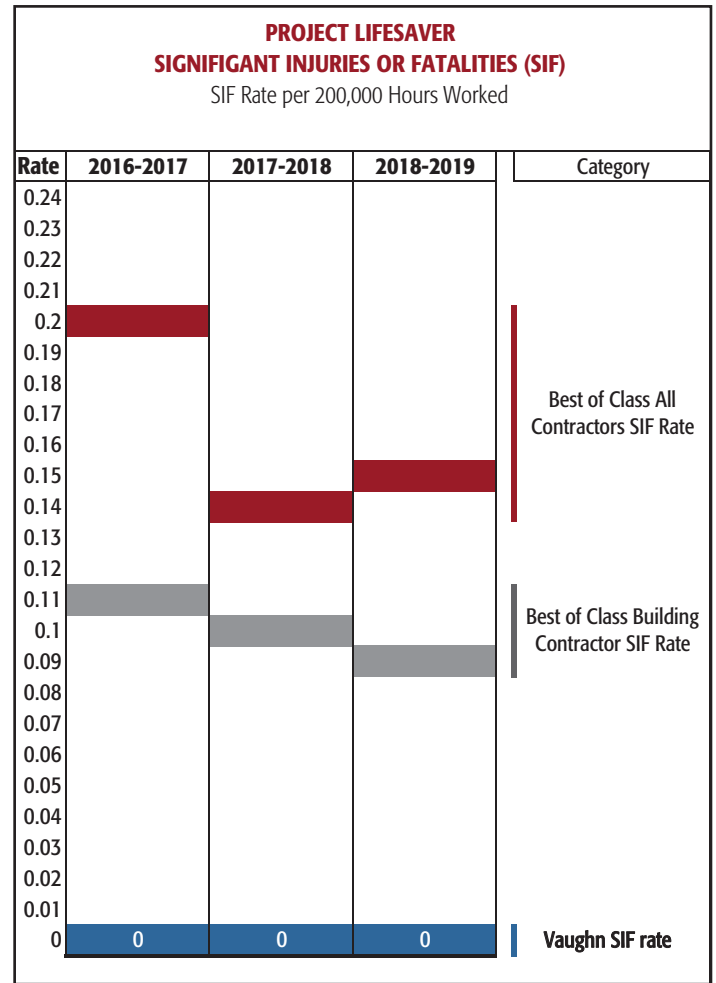
- From 2014 through 2019, we achieved a record 9.6 million hours worked without a lost-time injury.
- In the last five years, over 99 percent of our projects were completely incident and injury-free, for Vaughn employees and our trade contractors’ employees.
- Our Significant Injuries or Fatalities (SIF) rate is 800 percent better than the industry average, and 400 percent better than “best of class” contractors, as illustrated in the graphic to the right.
- Three-time winner of the Texas contractor with the most annual hours worked without a lost time injury.
- Ranked #1 in our best of the best peer group for lowest number of recordables in 2017-18.

See OSHA safety chart to the right.

xi. Indicate whether the Offeror is or has ever been debarred.

Vaughn Construction has never been debarred.

X. SIGNIFICANT INJURIES OR FATALITIES RATE



X. OSHA SAFETY RECORD

SAFETY RECORD	2018	2017	2016	2015	2014	NATIONAL AVG.
EMR	0.61	0.65	0.59	0.57	0.63	1.0
RIR	0.41	0.91	0.41	1.93	1.82	3.2
DAFW	0	0	0	164	0	N/A
LWCIR	0	0	0	0.41	0	N/A
DART	0.25	0.36	0.41	1.22	1.29	N/A

xii. Provide a brief history of the Offeror, including year it was established and corporate office location.

Vaughn Construction (Vaughn) is a Texas-based builder with 1,000 employees. Established in the 1980s, the firm was born out of the Vaughn family’s long history and trusted reputation in the construction industry. Today, Vaughn remains family owned, is one of the largest contractors in Texas, and is a leading builder of research, healthcare, higher education and civic facilities in the marketplace. In addition to our Houston headquarters, Vaughn maintains offices in Austin, College Station, Dallas, El Paso, Galveston, Lubbock, Rio Grande Valley, San Antonio, and the Texas Medical Center (Houston), along with many project offices to serve our clients.

LOCATION	ADDRESS
Houston Corporate Headquarters	10355 Westpark Drive Houston, Texas 77042

xiii. Offeror’s reputation in the marketplace.

We have maintained a constant but controlled growth over the last 30+ years. Our business philosophy limits our growth as we do not strive to be all things to all people; rather we are committed to being a long-term partner with our clients. Over 90 percent of our work is repeat business. We have included a letter from one of our clients regarding our job order contracting services on the following page.

xiv. Reputation of products and services in the marketplace.

While many of our construction projects are large new buildings on greenfield sites, our work is also comprised of small renovation and addition projects for existing clients, a testament to our ability to fully service all of our clients’ building needs. The graphics to the right serve as testimonials to our work.

University of Texas Rio Grande Valley JOC Survey

Overall, how satisfied are you with Vaughn’s performance on this program?

 5 - Very satisfied

How would you rate Vaughn compared to other JOC contractors you have employed in the past?

 5 - Vaughn is the best compared to others

“ Vaughn team is very responsive to university and always willing to assist to make thing right. We will definitely recommend for future projects. By ensuring that all trades and workers meet deadlines and accomplish tasks. Very well organized individuals. ”

Agustin “James” Rodriguez
University of Texas Rio Grande Valley
July 13, 2018

University of North Texas Health Science Center at Fort Worth, JOC Construction Survey

Overall, how satisfied are you with Vaughn’s performance on this program?

 5 - Very satisfied

How would you rate Vaughn compared to other JOC contractors you have employed in the past?

 5 - Vaughn is the best compared to others

Jason Hurley,
Executive Director Facilities Management
December 18, 2017

UT Southwestern
Medical Center

Juan M. Guerra, Jr., P.E.
Vice President for Facilities Management

Facilities Management

February 22, 2017

J.T. Vaughn Construction, LLC
Attn: Michael Malone
Construction Director
9160 Sterling St., Suite 100
Irving, Texas 75063

Subject: Letter of Recommendation, Vaughn Construction

During my tenure as the Associate Vice President for Facilities at Texas State University, my staff contracted with Vaughn Construction under their state job order contract and other construction contracts to perform a variety of construction and renovation projects. I found Vaughn Construction to be extremely responsive in meeting our needs for the quality and timeliness of the provision of services as well as providing cost effective proposals. The breadth and depth of their experience was instrumental in ensuring complex and difficult projects were completed on time and within budget.

In my new role as the Vice President for Facilities Management at the University of Texas Southwestern Medical Center, we will be utilizing job order contracting as part of our procurement strategy to accomplish a myriad of complex and challenging projects across the enterprise. Vaughn Construction is a firm I would definitely utilize in undertaking these upcoming projects given their extensive experience working in and around occupied research, healthcare and acute care environments. We will invite Vaughn Construction to bid on upcoming projects as well as give them the opportunity to pursue work set aside for a job order contract if they're available to provide that service through E&I Cooperative Services.

You are welcome to contact me if additional information is needed (512) 248-5015 or email juan.guerra@utsouthwestern.edu.

Sincerely,



Juan M. Guerra, Jr. PE
Vice President, Facilities Management
University of Texas Southwestern Medical Center

JMG:raw

xv. Indicate any proposed subcontractors, their description of work, and an estimate of the contract amount that would go to each proposed subcontractor (estimate should be expressed in a percentage).

Per Addendum 1, it is allowable to answer with TBD.

Our JOC project managers have relationships with many trade contractors and vendors qualified to do this type of work. We maintain a master database with over 3,000 prequalified trade contractors across Texas. We utilize a master subcontracting document that signs firms to a basic terms and conditions language in advance. We can merely insert the specific scope of work language for each project, and execute a completed subcontract quickly and efficiently. We can move forward with work immediately upon award and avoid a prolonged negotiation over terms and conditions. We believe in the best value approach for selecting trade contractors and utilize the competitive sealed proposal process. This process provides us with the ability to consider both price and qualifications in determining the successful bidders. We also believe in an open bidding process, whereby we invite potential trade contractors to bid on whatever portion of work they are comfortable in providing. We find this approach encourages more participation from all sizes of firms. Many times, it also saves money for the client when we can mix and match bidders to create the best combination pricing for a particular package. We can augment incomplete trade contractor bids with our self-perform labor force. Through a self-perform/trade contractor combination bid, we can offer the best value for our clients in certain segments of the work. Our self-perform capability is unique in today's climate of brokered approaches, and it regularly makes the difference when faced with budget or schedule challenges.

xvi. Provide 5 successful contracts or completed individual job orders performed within the last 5 years performing job order contracting services; indicate which, if any, were contracted with public agencies. No more than 2 of the 5 contracts/job orders are to have been performed by subcontractors proposed as part of the response to this solicitation. Contracts/job orders are to provide reference information that at a minimum includes: entity name who performed the contract (whether it was the Offer or a proposed sub-contractor), contact name of the primary customer reference of the contract, contact's title, previously verified contact phone and email, location (city and state) of where the work was performed, description of services, start and end date of the contract, aggregate contract price, key employees, any safety issues, any change orders, and whether the work is for a contract or completed individual job order. If Offeror chooses to submit a completed job order instead of a contract to show their experience, Offeror cannot choose more than 1 individual job order per contract. If Offeror chooses to submit a contract that has not been completed, contracts should be ongoing for at least 1 year. Offerors should not submit for an individual job order that has not been completed.

We have included the above information on the following pages.

xvii. Provide any additional information relevant to this section.

We have performed job order contracting services for over 20 years for several institutional clients across Texas. As a qualified and experienced JOC program contractor, we provide the following strengths:

High quality. Our knowledge and expertise can positively impact the quality of work. Through our experience, we have prequalified quality trade contractors who have previously worked on your projects and can meet your high quality standards.

Responsive and fast turnaround. We typically take three to four weeks from request for pricing to start of construction. Urgent requests can be done much faster. This speed is possible because projects do not require soliciting and acquiring a contract, detailed plans and specifications, and a long approval process. Having the contractor already on site also contributes to speed and responsiveness. Since the JOC contract establishes prices for each unit of work or materials, it is faster and easier to arrive at a fixed price for each job. JOC programs do not require price negotiations which also can delay a project's start.

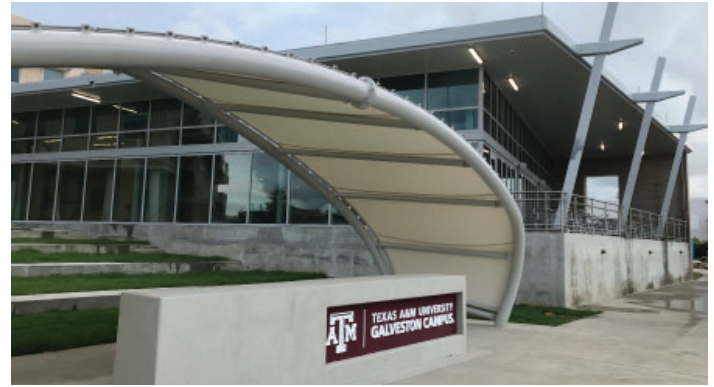
Reliable. Our relationship, fixed pricing, and simplified paperwork help meet Region 4 ESC's expectations for performance and price. We are motivated to impress Region 4 ESC with fast, dependable, quality service to receive the maximum amount of work from referrals and call backs. Our employees will be on-site constantly, which gives Region 4 ESC comfort in knowing we understand work procedures, utility outage processes, and working hours within the facility, eliminating the learning curve that comes with using different contractors for each project.

Simple. We do not necessarily need detailed construction documents to get started. We can negotiate job orders on a line-by-line basis under the guidelines and specifications of the overall contract.

Cost savings. We can walk the project site Region 4 ESC, cover any contingencies that may not be shown in the drawings, and help identify potential cost reduction items before construction starts.

Teamwork. One of the nicest features of JOC is the teamwork approach we have generated with Region 4 ESC. For each region, we will have a single point of contact to manage the program. Having Region 4 ESC as a valued client motivates us to continue to perform well and exceed expectations.

Texas A&M University System JOB ORDER CONTRACTS



Location

Bryan, Canyon, College Station, Galveston, Prairie View, and San Antonio, TX

Owner

Texas A&M University System

Contract Delivery

Job Order Contract

Construction Type

Renovation

Vaughn has worked for Texas A&M University System since 1998. We were hired for a job order contract in 2016. We have completed 33 projects, over \$11 million worth of work under this program. Projects have ranged from a \$850 stadium plaque replacement to a \$1.1 million renovation of a pharmaceutical manufacturing laboratory.

Job Series 2016

- Basketball Court and Storage Renovations
- Batting Cages Installation
- Bright Complex Miscellaneous Renovations
- Bright Complex Piping Replacement
- Building 3025 Exterior Renovation
- Centeq Building Suite 200 Renovation
- Energy Systems Lab Exterior Renovation
- Engineering Activities Building C Classroom Renovations
- Evans Library Platform Removal
- Farm Road Lighting
- Farrell Hall Boiler Replacement
- Goat Farm Irrigation Ponds Equalization Line
- Harrington Transformer Pad Installation
- Hobert Band Hall Instrument Storage
- Kirkham Hall Soffit Repair
- Laundromat Wall Covering Installation
- McFerrin Athletic Center Goal Posts and Fencing Repairs
- Modular Building C Renovation
- Office Renovations
- Panther Plaza Dry Cleaners Build-Out
- Parking Lot Striping and Door Repair
- PEAP Read Memorial Monument Installation
- Recreation Field Upgrades
- Renovation of Rooms 3072 & 3074
- Reynolds Building Level Three GMP Suite
- Reynolds Building Level Three GMP Suite Demolition
- School of Nursing Electrical Upgrade
- Solar Observatory Renovation
- Star Lab Renovation
- Student Services Building Sidewalk Reconstruction
- Temporary Storage Yard
- Waterfront Events Pavilion
- Wisenbaker Level 2 Classroom Renovation
- Zachary Building Learning Studios Renovation

Texas A&M University System JOB ORDER CONTRACTS (CONTINUED)

Job Series #1 2017

- 8081 Renovation
- Chancellor's House Renovation
- Chevron Room Boards Installation
- Commons Office Insulation
- Football Press Box HVAC Modifications
- Heater Coil Addition
- Kyle Field Sound Enhancement
- Laydown Area
- Recreation Center Stairs and Handrails Replacement
- Stadium Plaque Replacement
- Zachry Building Signage Improvements

Job Series #2 2017

- Centeq Building Suite Renovation
- Civil Engineering Concrete Lab

- Davis Player Development Lobby Renovation
- NSC Improvements
- Nuclear Science Center Improvements
- Office of the State Chemist BSL3 Build-Out
- Relocation of Nuen Lab to Building 1307
- Renovation of Rooms 149 and 150 for Electron Microscope

Job Series 2018

- Bivins Nursing Learning Center Classroom 331 and Lobby Upgrades
- Bivins Nursing Learning Center Renovations
- Bivins Nursing Learning Center Renovations Phase 2
- Enterprise Center Interior Renovation
- Enterprise Center Parking Lot Upgrades
- Mary Moody Northern Hall Room 178 Updates
- Stafford Hall Roof Repairs



Alamo Colleges JOB ORDER CONTRACTS

Location

San Antonio, TX

Owner

Alamo Colleges

Contract Delivery

Job Order Contract

Construction Type

Renovation

Vaughn has worked for Alamo Colleges since 2005. Under our job order contracts, we have completed nearly 100 projects, totaling more than \$22 million. We have completed projects ranging from wall removals and signage installation, to a full renovation of the student center. By showing our commitment on our job order contracts, we built a strong relationship with Alamo Colleges and secured several contracts for new projects.

Job Series 2014

- Asphalt Repair at Howard and West Locust St
- Eco Centro Building Seasonal Planting
- Empowerment Center Exterior Improvements
- Fletcher Floor 2 Rest Room Upgrades
- Fletcher Floor 3 Hall Upgrades
- Koehler Greenhouse Repairs
- McCreless Hall Elevator Equipment Room
- Observatory and Planetarium Finishes
- Observatory and Planetarium Roof Columns
- Seal Podium

Job Series #2 2014

- Candler Ceiling Replacement
- Eco Centro Building Interior Renovations
- Empowerment Center Exterior Improvements
- McAlister Mural Installation
- Moody TV Studio Renovation
- Welcome Center



Job Series 2015

- Advising Pod Renovation
- Bursar's Office Renovations
- Candler Gym Renovation
- Chance Clinic Renovation
- District Cafeterias Remodel
- Early Childhood Building Sign Installation
- Fletcher Third Floor Build-Out
- Fletcher Third Floor Demolition
- Gym Priority 1 Maintenance
- IT Training Room Modifications
- Live Oak Floor Finishing
- McCreless Math Lab Renovation
- Moody President's Gallery Renovation

- Moody TRAC Graphics Phase 1
- Moody TRAC Graphics Phase 2
- Nail Tech Wall Removal
- Ozuna Learning Resource Center Phase 2A
- Pool Ceiling Removal
- Restroom Modifications at Executive Offices
- Rotunda Lighting and Ceiling Installation
- Scobee Projector Replacement
- TDLR Corrections
- Wayfinding Signage Installation
- Welcome Center Ceiling Installation
- Welcome Center Sidewalk

Alamo Colleges JOB ORDER CONTRACTS (CONTINUED)

Job Series 2016

- Additional Surface Parking
- Black Box Theatre Room 105 Renovation
- Concho Hall Gallery Phase Four
- Natatorium Ceiling Repairs
- Natatorium Pool Recoating
- New Ceiling at Vet Tech Building
- Pecan Hall Floor Finishing
- Scobee Planetarium Projector Enclosure
- STIC Building Demolition
- Tobin Lofts Improvements
- Victory Center Alternates

Job Series 2017

- Additional Surface Parking
- Assessment Center Phase 2
- Assessment Center Renovations
- Candler Pool Renovations
- Canopy Addition
- Chance Building Architecture Shop Renovation
- Concho Hall Gallery Renovation Phase III
- Disc Golf Course Repairs
- Dispatch Center Fencing
- Eco Centro Building Flooring Renovations
- Eco Centro Building Storm Drain Repair
- Facilities Building Renovation

- Fletcher Third Floor VP Suite Renovation
- Gonzalez Electrical Room Relocation
- Juniper Hall Floor Finishing
- Koehler House Water Main Repair
- Laurel and Persimmon Building Renovations
- Law Enforcement Training Center and Annex Demolition
- Live Oak/Juniper Rooms Flooring Installation
- Live Oak Hall Elevator Addition
- Loftin Student Center Renovation
- Loftin Student Center Renovation Phase 2
- Loftin Student Center Renovation Phase 3
- Manzanillo Hall Administrative Offices Renovation
- Moody Building Studio Renovation Phase 2
- Moody Studio HVAC Improvements
- Natatorium Repairs
- North Campus Phase One
- Ozuna HVAC Modifications
- Parking Lots 3, 4, and 5 Repairs
- Pecan Hall Safety Improvements
- Science Annex Renovations
- Veterans Center Renovations
- Victory Center Updates
- Visual Arts and Technology Center Upgrades
- Water Loop Main Replacement
- West Parking Lot Repairs



University of Houston JOB ORDER CONTRACTS

Location

Houston, TX

Owner

University of Houston

Contract Delivery

Job Order Contract

Construction Type

Renovation

Vaughn has worked for the University of Houston since 1996. Our first job order contract was awarded by the university in 2003. Since that time, we have worked continuously for the university under numerous job order contracts. Each year our contract was eligible for renewal, the university renewed it, a testament to their satisfaction with our services, our ability to respond in a timely manner, and our ability to complete even the smallest projects on time and in budget.

Energy Research Park Series 2014

- Building 13 Ethanol Storage Renovation
- Building 1A Teaming Room
- Building 4 ADA Restroom Repairs
- Building 4 Switchboard Replacement
- Building 5 Disconnect
- Building 8 Dry Pipe Sprinkler Repair
- Temporary Parking Lot
- Temporary Parking Lot Tree Haul-Off

Job Series #1 2014

- Career Services Renovation
- Elgin Wortham Driveway Repair
- Fleming Building Fire Hose Cabinets
- Isolation Valve Installation
- MD Anderson Library Carrels Renovation Phases 1 - 3
- Science and Engineering Research Center Exhaust Upgrade
- University of Houston-Downtown Girard Street Building Foundation Repairs
- Wortham Theater Access Control



Job Series #2 2014

- Access Controls
- Bates Law Restroom Renovation
- Brazos Hall Sign
- Career Services Phase 2
- Engineering 2 Classroom W122
- Hofheinz Pavilion Locker Room Renovation
- Keeland Building Life Safety Upgrades
- Optometry Lobby Renovations

Job Series 2015

- Girard St. Art Wall Lighting Installation
- Hilton Patio Planters Renovation
- Optometry Corridor Ceiling Replacement

- Replacement of Fire Rated Ceilings/Walls
- Smith Sculpture Foundation Repair
- South Annex Temporary Road
- Stadium Band Loading Area Renovation
- Stanley Support Catwalk Renovation
- Wortham Drop Off Poles Installation

Job Series #1 2016

- Access Control Package 7 and 8
- Campus Recreation and Wellness Center Roof Drain Repair
- Football Locker Room Renovation
- Hilton Hotel Planter Demolition
- Library Loading Dock Repairs
- Moody Tower Handrails Repair

University of Houston
JOB ORDER CONTRACTS (CONTINUED)



- Science and Research 1 Suite 203 Build-Out
- TDECU Stadium Student Tailgate Marker
- Welcome Center Phase 2 Renovation
- Winter Parking Lot Maintenance

Job Series #2 2016

- Cullen Building Faculty Cafe Renovation
- Cullen Building Sanitary System Repairs
- Cullen Retaining Wall Repair

Job Series #1 2017

- Biomed Flooring Renovation
- Engineering 2 Lab Renovations
- Hilton Garage Leak Repair
- Law Center Convenience Store Build-Out
- Law Center Waterproofing
- Optometry Building Restroom Renovation
- Police Station Gate Repair
- Science and Engineering Classroom Shade Repairs
- Science Teaching Laboratory Fourth Floor Room Integrity Testing

- Stadium Drink Rails Installation
- Stadium Parking Garage Water Intrusion Repair
- Swim Team Locker Room Renovation
- Tailgate Marker Repairs

Job Series #2 2017

- Energy Research Park Building 15 Process Lab 121 Gas Line Replacement
- Energy Research Park Buildings 2 and 3 Flooring Abatement

Job Series #1 2018

- Biomed Building Emergency HVAC Repairs
- Cougar Place Access Controls Installation
- Cullen College of Engineering Electrical Upgrades
- Health and Biomed Building Access Controls Installation
- Hilton Concrete Pad
- Optometry Sink Installation
- Science and Research 1 Dr Suppe Office Build-Out

- Science and Research Building 2 Vivarium Lighting Replacement
- Student Center Flagpoles
- Wortham House Plaster Repairs



Texas Tech University JOB ORDER CONTRACTS



Location

Lubbock, TX

Owner

Texas Tech University

Contract Delivery

Job Order Contract

Construction Type

Renovation

Vaughn has been performing job order contracting services for Texas Tech University since February 2013. Since that time, we have performed more than 20 tasks orders, totaling over \$8.4 million.

Job Series 2014

- Art Building HVAC Replacement
- Creative Move Studio Landscape

Job Series 2015

- Architecture Building Brick Phase Three
- Bayer Crop Sciences
- Experimental Sciences Building Clean Room 153
- Experimental Sciences Building Fume Hoods 253
- Experimental Sciences Building Lab Space 153
- Natural Science Research Laboratory NIH Grant Renovation

Job Series 2017

- Bayer Plant Science Building Goddard Enhancements
- CASNR Annex Building Courtyard Modifications
- Goddard Sidewalk Replacement
- Natural Science Research Laboratory Museum Freezer Repair

Job Series 2018

- 8th St Widening/Parking Lot Repairs
- ACB Stair Modifications
- CE Dust Control Installation
- ESB Generator Addition



University of Texas Medical Branch at Galveston JOB ORDER CONTRACTS

Location

Galveston, TX

Owner

University of Texas Medical Branch at Galveston

Contract Delivery

Job Order Contract

Construction Type

Renovation

Vaughn has worked with University of Texas Medical Branch at Galveston (UTMB) since 1993. We have built our long-term relationship with UTMB through our commitment, dedication, and attention to detail. We have completed six job order contracts with UTMB.

Job Series 2015

- Miscellaneous Work Orders
- M11 Main Radiology Three Equipment Replacement
- M80 League City Campus PET/CT Installation
- Bay Colony Wound Care Clinic
- M80 League City Campus Expansion Completion
- M80 League City Campus Power to Signs
- Einstein Bagels Build-Out
- Clinical Services Wing Dining Services Renovation
- M80 League City Campus Bulk Oxygen Relocation
- Building M64 Shell Space Demolition
- League City Campus Trailer Relocation and Tie-In

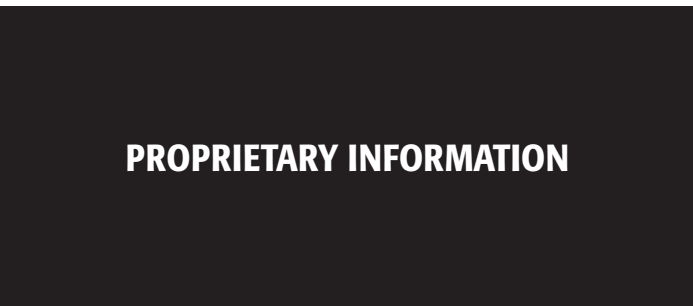
Job Series 2017

- Miscellaneous Projects
- John Sealy Annex Restroom Riser Repair



TAB THREE: Proposed Personnel

i. Provide an organizational chart that include leadership, key personnel, and subcontractors. Describe the experience and qualification of key proposed personnel to include a resume for each employee the Offeror deems as key. Each resume should at a minimum include: name of personnel, proposed title and role as it relates to the scope of work identified in this solicitation, and past work experience to include any experience working in the government sector. Resumes should be no more than 1 page each and may include subcontractor employees. For key proposed personnel who are subcontractors, the word 'subcontractor' and the name of the subcontractor should be identified at the top of their resume.



We consider all of the resume information and organization chart to be confidential.

ii. Identify any proposed personnel who worked on the projects listed under section xiv., of b. Offeror's Experience and Reputation, and describe which projects they worked on and their role in the project.

PROJECT	KEY PERSONNEL
Texas A&M University System Job Order Contracts	<ul style="list-style-type: none"> • Judd Blume • Kirt Bailey
Alamo Colleges Job Order Contracts	<ul style="list-style-type: none"> • Kirt Bailey
University of Houston System Job Order Contracts	<ul style="list-style-type: none"> • Rodney Moore
Texas Tech University Job Order Contracts	<ul style="list-style-type: none"> • Jeff Jones • Kelly Dennard • Luke Vaden
University of Texas Medical Branch at Galveston	<ul style="list-style-type: none"> • Neil Skinner

LOCATION AND ADDRESS	KEY PERSONNEL
Houston (Corporate Headquarters) 10355 Westpark Drive Houston, Texas 77042	Tom Vaughn (713) 243-8300
Austin 6604 N. Lamar Austin, Texas 78752	Jose Villarreal, Senior Project Manager (512) 318-1332
College Station 2421 Earl Rudder Freeway College Station, Texas 77845	Judd Blume, Project Director (979) 260-7600
Dallas 9160 Sterling Street, Suite 100 Irving, Texas 75063	Jeff Jones, Project Director (214) 382-3700
El Paso 124 West Castellano Drive, Suite 105 El Paso, Texas 79912	Jose Villarreal, Senior Project Manager (915) 533-4474
Galveston 1028 Broadway Galveston, Texas 77550	Neil Skinner, Project Director (409) 770-0747
Lubbock 2407 20th Street Lubbock, Texas 79401	Kelly Dennard, Project Manager (806) 368-3497
Rio Grande Valley 525 W. Nolana Ave., Suite H McAllen, Texas 78504	Luke Vaden, Senior Project Manager (210) 403-9833
San Antonio 1400 Universal City Boulevard Universal City, Texas 78148	Kirt Bailey, Senior Project Manager (210) 403-9833
Texas Medical Center 152 Carrie Street Houston, Texas 77047	Rodney Moore, Project Director (713) 589-7400

i. ORGANIZATION CHART - CONFIDENTIAL

PROPRIETARY INFORMATION

PROPRIETARY INFORMATION

PROPRIETARY INFORMATION

PROPRIETARY INFORMATION

PROPRIETARY INFORMATION

iii. Provide any additional information relevant to this section.

PROPRIETARY INFORMATION

We consider all of the above information to be confidential.

TAB FOUR: Financial Capability is Appropriate to the Size and Scope of this Project

i. Provide a statement of the Company's bonding capacity from a state licensed surety company or companies holding a Certificate of Authority to transact business in the state where the work will be performed. These will be required for each Task Order issued throughout the contract period.

PROPRIETARY INFORMATION

A letter from our surety company follows on pages 43 - 44.

ii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

We are very proud of our record of having zero claims, litigation, bankruptcy, reorganization, or state investigations or current officers and directors with any of our clients or any of our design professional partners for the last 30+ years. From time to time, we are named in various matters, mostly nuisance-type claims from trade contractor employees. We have no matters that would impair our ability to successfully complete this project.

iii. List all projects in the last 5 years that have gone to claim, litigation, the Owner's decision, mediation or arbitration with the Owner. List outcome of the Owner's decision, litigation or arbitration. List any construction projects Offeror failed to complete because of financial reasons, labor disputes, failure of your employees to perform, or any other reason.

No Vaughn Construction project in the last five years has gone to claim, litigation, the Owner's decision, mediation, or arbitration with the Owner.

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

As a privately held company, we do not report to Dun & Bradstreet.

v. Provide a statement to the Company's insurability from a company or companies lawfully authorized to transact insurance business in the state where the work will be performed and rated at least B++6 in the company's current A.M. Best Company rating. The awarded JOC Contractor will be required to furnish a certificate(s) of insurance meeting minimum insurance requirements including:

- *Commercial General Liability \$1,000,000 each occurrence*
- *\$2,000,000 Products/Completed Operations*
- *\$2,000,000 General Aggregate*
- *Automotive Liability \$1,000,000 each occurrence*
- *Workers' Compensation \$1,000,000 each accident*
- *\$1,000,000 disease for each employee*
- *\$1,000,000 disease policy limit*
- *Builders' Risk (Property) Required for all individual job orders over*
- *\$100,000 – for the amount of the job order*

We have provided sample insurance certificates on pages 45 - 46 as proof of our ability to meet the minimum insurance requirements above.



McGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.

10100 Katy Freeway, Suite 400 • Houston, Texas 77043-5272 • Tel (713) 877-8975 • Fax (713) 877-8974

January 23, 2020

Crystal Wallace
Business Operations Specialist
Region 4 Education Service Center
7145 West Tidwell Road
Houston, Texas 77092

**RE: Request for Competitive Sealed Proposal | Job Order Contracting Services |
Solicitation Number 20-01**

Dear Ms. Wallace:

It is our understanding that our valued client, J. T. Vaughn Construction, LLC intends to submit a proposal for the above referenced project. Federal Insurance Company has had the privilege of providing bonds for J. T. Vaughn Construction, LLC. We have executed many payment and performance bonds on behalf of Vaughn Construction, and in every instance the project was satisfactorily completed. The vast majority of these bonds have been for institutional owners.

We understand that this project may be bonded for each stage/phase of the project, with a potential maximum construction cost of **\$50,000,000**. J. T. Vaughn Construction, LLC has an unused bonding capacity in excess of this amount. We would anticipate no difficulty in being able to respond to the bonding requirements of this project subject to our normal underwriting requirements, including satisfactory review of the contract and bond forms, at the time the request is made. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client.

Should you need any further information, please do not hesitate to call upon us.

Best regards,

Federal Insurance Company

Maria D. Zuniga
Attorney-In-Fact



CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, Ryan Varela and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of July, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 9th day of July, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 23rd day of January, 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2019

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

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

PRODUCER ACIG Insurance Agency, Inc. 2600 N. Central Expwy. Suite 800 Richardson, TX 75080	CONTACT NAME:		
	PHONE (A/C, No, Ext):	972-702-9004	FAX (A/C, No): 972-687-0601
www.acig.com	E-MAIL ADDRESS:	accountmanagers@acig.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED J.T. Vaughn Construction, LLC 10355 Westpark Drive Houston TX 77042	INSURER A :	American Contractors Ins. Co. RRG	12300
	INSURER B :	ACIG Insurance Company	19984
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 48942245 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GL19A00049	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL19B00049 (GL Excess)	6/1/2019	6/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A				GL19C00049 (GL Excess)	6/1/2019	6/1/2020	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 10,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000008619	6/1/2019	6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WCA000014919	6/1/2019	6/1/2020	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: [Project Description]
 We have issued an industry-standard ACORD certificate of insurance for our customer. Texas state law (S.B. 425) prohibits us from adding special wording to the certificate that would (1) alter, amend or extend coverage or terms & conditions provided by the insurance policy; or (2) provide false or misleading information concerning the insurance policy; or (3) refer to a legal or insurance requirement contained in a contract Where applicable endorsements are attached

CERTIFICATE HOLDER Sample A SAMPLE ***** ***** ** *****	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael J. O'Neil
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ACORD 25 (2016/03)

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vi. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

As one of the largest contractors in Texas, we have extensive resources we can tap into to ensure a quality project. While many other contractors rely on third parties, trade contractors, or employees filling several roles, we provide added value by employing full-time personnel dedicated solely to specific areas of expertise. We eliminate wasted time on back-and-forth dialogue between us and third parties, resulting in overall schedule and cost savings. Three of these special services include:

- **In-house virtual construction.** We have a complete virtual construction department and can assign a building information modeling (BIM) manager to work with the design team to finalize the details of the construction documents and assist with laser scanning and modeling of critical activities throughout the duration of construction. We use it to thoroughly examine the construction documents and resolve any structural, MEP and IT conflicts prior to initiating work in the field. This brings a level of efficiency to the project which reduces the number of RFIs and change orders during construction. We update the model throughout construction so you receive a complete and accurate set of as-built documents once the project is completed.
- **In-house quality control and commissioning.** We set ourselves apart from our competition with our quality control and commissioning department. We have approximately 25 full-time individuals dedicated to the quality control and commissioning process, including qualified commissioning process providers and specialists in building envelope, electrical, mechanical, plumbing, fire alarm, security, and building automation systems. Our quality control managers develop a specific plan for each project that defines quality parameters during preconstruction, and implement a systematic process of quality control inspections throughout each stage of construction prior to substantial completion to ensure we deliver quality at every step. They do not wait until the end of a project to perform a punch list inspection. In fact, our goal is to have zero punch list items at substantial completion.
- **In-house project architect.** We have a registered architect on staff who can provide architectural CAD drawings to assist in the design phase of a project. We have the capability to produce the documents needed for small projects. This service allows the project to move very quickly from design to completion.

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

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is 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.

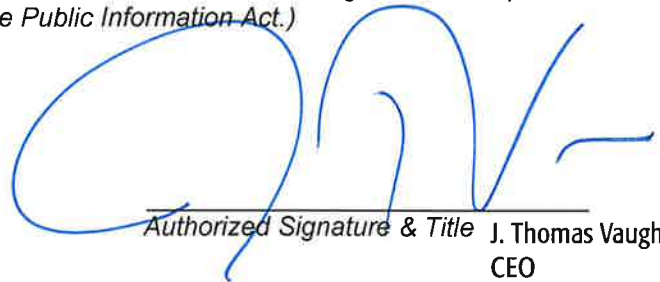
Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. *Please see the following page for our list of information.*

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

January 23, 2020
Date


Authorized Signature & Title J. Thomas Vaughn,
CEO

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

- **Tab One, Appendix E, Exhibit A, Question D - Annual sales for the three previous fiscal years (page 9).** Vaughn is a privately held company and does not make financial information a matter of public record.
- **Tab One, Appendix E, Exhibit A, Question L - Information systems capabilities (page 14 - 15).** We utilize proprietary information management systems and software, and as a privately held company, we do not make this information a matter of public record.
- **Tab One, Appendix E, Exhibit A, Question M - Actual OMNIA/Region 4 ESC Contract Sales Last 3 Years Chart (page 15).** Vaughn is a privately held company and does not make financial information a matter of public record, including the amount of contract sales with OMNIA/Region 4 ESC in the last three years.
- **Tab Three, Item i - Organizational chart and resumes (page 35 - 40).** Vaughn is a privately held company and does not make staffing information a matter of public record.
- **Tab Three, item iiiii - Past job order contract projects (page 41).** Vaughn is a privately held company and does not make financial information a matter of public record, including contract values of previous job order contracts.
- **Tab Four, Item i - Statement of bonding capacity (page 42).** Vaughn is a privately held company and does not make financial information a matter of public record.

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company 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 proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company J.T. Vaughn Construction, LLC

Contact



Signature

Rodney Moore

Printed Name

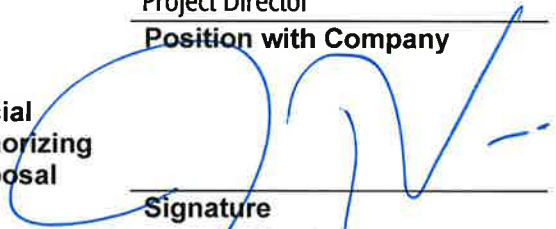
Project Director

Position with Company

Address 152 Carrie Street

Houston, Texas 77047

**Official
Authorizing
Proposal**



Signature

J. Thomas Vaughn

Printed Name

CEO

Position with Company

Phone (713) 589-7400

Fax (713) 589-7449

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

J.T. Vaughn Construction, LLC
 Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vaughn, Michael	Houston, TX United States	X	
	Vaughn, William	Houston, TX United States	X	
	Simpson, Mike	Houston, TX United States	X	
	Vaughn, J. Thomas	Houston, TX United States	X	

This is an example form only. Our understanding from the state of Texas is that this form should only be completed by the selected bidder. If we are awarded a contract, we will gladly file a Certificate of Interested Parties form with the State of Texas as requested.

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is **J. Thomas Vaughn, CEO**, and my date of birth is _____.

My address is **10355 Westpark Drive**, **Houston**, **TX**, **77042**, **US**.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in **Harris** County, State of **Texas**, on the ____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, J. Thomas Vaughn, CEO, as an authorized representative of

J.T. Vaughn Construction, LLC, a contractor engaged by

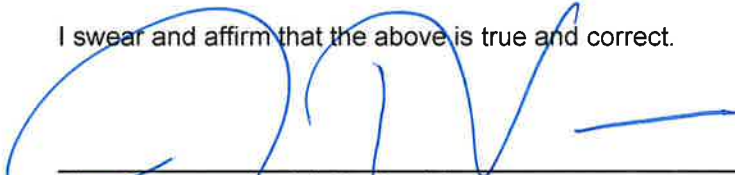
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

January 23, 2020
Date

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

WOs issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; WOs issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining Special Conditions below are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in

their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. 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.

d. 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.

e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 29 C.F.R. Part 200, Appendix II, ¶ E.

- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended,

42 U.S.C.
§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the*

Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

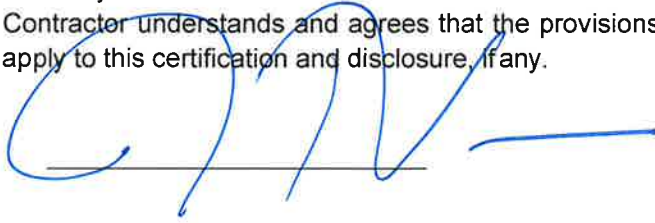
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, J.T. Vaughn Construction, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

J. Thomas Vaughn, CEO

Name and Title of Contractor's Authorized Official

January 23, 2020

Date”

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract

performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or

Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name:

J.T. Vaughn Construction, LLC

Address, City, State, and Zip Code:

152 Carrie Street, Houston, Texas 77047

Phone Number: (713) 589-7400 Fax Number:

(713) 589-7449

Printed Name and Title of Authorized

Representative: J. Thomas Vaughn, CEO

Email Address:

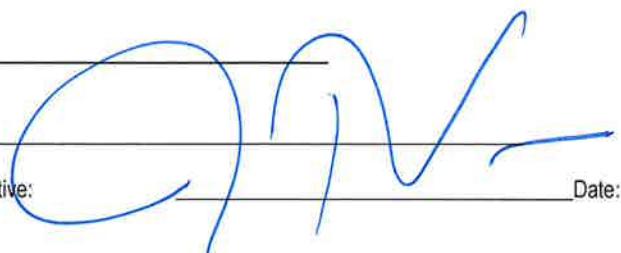
tvaughn@vaughnconstruction.com

Signature of Authorized

January 23, 2020

Representative:

Date:



QUESTIONNAIRE

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

1. Coverage

Has a list of states, where services are being offered, been attached to the end of this Questionnaire? *For each state where services are offered, provide where services are being offered and applicable licenses; attach documents to the end of this Questionnaire.*

Yes No

Does your company cover all areas within the state of Texas? *If not, provide a list of all counties where services are being offered and attach to the end of this Questionnaire.*

Yes No

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

3. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity
certificate holder

Yes No

List certifying agency: _____

4. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No

1. Coverage

Has a list of states, where services are being offered, been attached to the end of this Questionnaire? For each state where services are offered, provide where services are being offered and applicable licenses; attach documents to the end of this Questionnaire.

As a Texas-based contractor, we will only be offering services in Texas. The state of Texas does not issue licenses to general contractors.

2. Diversity Programs

Do you currently have a diversity program or any diversity partners that you do business with? (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

We have an excellent track record of successfully utilizing diverse partners on our projects. We are recognized by both the Texas A&M University System and the University of Texas System for our excellent work in this area. We have an extensive database of diversity contractors and make a good faith effort to use them, if qualified, on our projects. Measures we use to increase diversity participation include: waiving bonding requirements, assisting trade contractors with procuring insurance, funding payrolls, and purchasing materials for them.

We do not change our approach from job to job. We always put forth a good faith effort. Results vary depending on the size and type of project, market conditions, and trade contractor interest. We meet with the client prior to starting a project to discuss their diversity participation objectives and how we can alter our standard procedures to accommodate their desires. Some of the ways we solicit their participation include:

- Notifying plan rooms, minority industry associations, and our diversity database of upcoming bid packages.
- Hosting outreach meetings to provide diversity firms an opportunity to meet our personnel face to face prior to bid packages release.
- Explaining our bid package strategy and our flexible scope approach. Most broker construction managers force strict bid packages onto the trade contractor community which discourages many diversity firms, especially on larger projects. We clearly explain our flexible scope approach which makes it clear that we want these diversity firms to bid the scopes of work that they feel comfortable bidding. We supplement this information by teaming the diversity firm with another trade contractor, by requesting additional breakout on bids from other trade contractors, or by bidding on the missed scope ourselves prior to the bid time.
- Making plans available to all firms including minority business associations.

- Distributing addendum, bid procedure changes, and other updates to diversity firms and minority business associations.
- Assisting non-registered women or minority-owned businesses with registering for the Texas Procurement Commission.

Because many of our clients are state agencies with strict procurement laws regarding open bidding processes, we must award work to the most qualified, and cost-effective bidder, regardless of their diversity status. As such, pricing does not change when using diversity programs.



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College Station, Texas 77845
(979) 260-7600

Dallas/Fort Worth
9160 Sterling Street, Suite 100
Irving, Texas 75063
(214) 382-3700

El Paso
124 West Castellano Drive
Suite 105
El Paso, Texas 79912
(915) 533-4474

Galveston
1028 Broadway
Galveston, Texas 77550
(409) 770-0747

Lubbock
2407 20th Street
Lubbock, Texas 79411
(806) 368-3497

Rio Grande Valley
525 W. Nolana Ave., Suite H
McAllen, Texas 78504
(210) 403-9833

San Antonio
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Universal City, Texas 78148
(210) 403-9833

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VAUGHN