

# Request for Proposal (RFP) for Job Order Contracting

Solicitation Number: 27-18

Publication Date: Tuesday, October 2<sup>nd</sup>, 2018

## Notice to Respondent:

Submittal Deadline: Tuesday, November 13<sup>th</sup>, 2018 2:00 pm CST

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Tuesday, November 6<sup>th</sup>, 2018. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Job Order Contracting for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Job Order Contracting, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

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

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by  
Region 14 Education Service Center  
For  
Job Order Contracting  
On behalf of itself and other Government Agencies  
And made available through the  
National Cooperative Purchasing Alliance  
RFP # 27-18



**National Cooperative Purchasing Alliance**

# Introduction / Scope

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- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Job Order Contracting.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# Instructions to Respondents

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## ◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

## ◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

## ◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

## ◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

_____
_____
_____
_____
_____
_____

# Tab 1 – Master Agreement

## General Terms and Conditions

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### ◆ Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### ◆ Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### ◆ Renewal of Contract

- Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew for up to four (4) additional one-year terms or any combination of time equally not more than 4 years if agreed to by Region 14 ESC and the vendor.

### ◆ Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

### ◆ Shipments (if applicable)

- The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

### ◆ Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

- Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
- Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
- Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.

◆ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Best Price Guarantee

- The awarded vendor agrees to provide pricing to Region 14 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.
- The awarded vendor agrees to lower the cost of any product purchased through NCPA following a reduction in the manufacturer or publisher's direct cost.
- The awarded vendor agrees all prices, terms, warranties, and benefits granted by the vendor to Members through this contract are comparable to or better than the equivalent terms offered by vendor to any present customer meeting the same qualifications or requirements.

◆ Warranty

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts

- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

◆ Administrative Fee

- All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**. (Sales will be calculated for fiscal year of January 1<sup>st</sup> through December 31<sup>st</sup> and reset each year)

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ Franchise Tax

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

#### ◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

#### ◆ Certificates of Insurance

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

#### ◆ Legal Obligations

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

#### ◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

#### ◆ Force Majeure

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



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

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
  - ◆ Providing material that does not meet the specifications of the contract;
  - ◆ Providing work and/or material that was not awarded under the contract;
  - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
  - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
  - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

# Process

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

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

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondents whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer

# Evaluation Criteria

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

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

# Signature Form

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

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance (“NCPA”) and \_\_\_\_\_ (“Vendor”).

### Recitals

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

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

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

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

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

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

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

#### ◆ General Terms and Conditions

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

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

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at [reporting@ncpa.us](mailto:reporting@ncpa.us). Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount	Registered Vendor Quotation #

**Total** \_\_\_\_\_

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party



shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

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

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

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

\_\_\_\_\_

Signature: \_\_\_\_\_

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

**Vendor:**

\_\_\_\_\_

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

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

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

\_\_\_\_\_

Signature: \_\_\_\_\_

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

# **NCPA Registered Vendor Quotation Number**

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

## **NCPA Registered Vendor Quotation Number Process**

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

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

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

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

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

Date \_\_\_\_\_

RFP Number \_\_\_\_\_

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

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

Signature \_\_\_\_\_

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## Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

☐ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- ◆ **Minority (MWBE)**
- |   |  |  |
|---|--|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands | and Women Business Enterprise and (HUB) Participation is the policy of some entities |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |  |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |  |
| ➤ It <input type="checkbox"/> Midway Islands            |  |  |

participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services.

Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

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

◆ **Residency**

- Responding Company's principal place of business is in the city of \_\_\_\_\_, State of \_\_\_\_\_

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | A publically held corporation; therefore, this reporting requirement is not applicable.     |
| <input type="checkbox"/> | Is not owned or operated by anyone who has been convicted of a felony.                      |
| <input type="checkbox"/> | Is owned or operated by the following individual(s) who has/have been convicted of a felony |
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
- |   |  |
|---|--|
| <input type="checkbox"/> Manufacturer Direct    | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller   | <input type="checkbox"/> Other: _____                            |

◆ **Processing Information**

- Provide company contact information for the following:
- **Sales Reports / Accounts Payable**

Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
  - **Purchase Orders**

Contact Person: \_\_\_\_\_

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

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

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

▪ Sales and Marketing

Contact Person: \_\_\_\_\_

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

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

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☐ No

◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

# Tab 4 – Vendor Profile

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**Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:**

## **GENERAL**

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
6. List the number and location of offices for all states being offered in this solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the public marketplace?
10. Overall annual sales for last three (3) years; 2015, 2016, 2017.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2015, 2016, 2017.
12. What differentiates your company from your competitors?
13. Briefly summarize your company's Quality control/Quality assurance program.
14. Have your Estimators/delivery/task order managers had JOC experience? Have they had a course in JOC estimating? What is their general construction experienced?

15. Has a corporate officer been assigned to the program? Does he understand his role in providing the corporate resources necessary for the program? Has the PGM been empowered by corporate to make immediate decisions in support of the program?
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
17. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
18. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.
19. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
20. Please describe the quality program(s) within your company which measures your service work.
21. What is the reputation of your company's service in the public marketplace?
22. Describe your company's startup and system checkout responsibilities
23. Describe your company's post-installation and warranty support
24. Describe your company's steps for system analysis.
25. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customer receives consistent service support, responsibility verification, and management reporting?
26. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
27. Describe what project scheduling tools your company use to track projects during construction.
28. Describe how your company handles site development and project permitting process.
29. Describe you company's design-build quality control guidelines for design, construction and review on a contract project.
30. Describe your company's construction management plan.
31. Explain how your company includes and works with local subcontractors and local architects and engineers, especially those A&E firms already working with client members?

32. How will your company institute a prompt payment plan upon completion and acceptance of their work and how will progress payments be made to subcontractors on long term job orders?
33. State whether your company provides a quality guarantee on your work. If so, please describe.

### **SAFETY**

34. Describe your company's safety program during service/repair work.
35. Describe your company's safety program during construction.
36. Has your company's Safety/Environmental officer, had the requisite OSHA training?
37. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.
38. What reporting mechanism does your company provided to the customer upon completion of any project?

### **MARKETING/ SALES**

39. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
- a. A co-branded press release within first 30 days
  - b. Announcement of award through any applicable social media sites
  - c. Direct mail campaigns
  - d. Co-branded collateral pieces
  - e. Advertisement of contract in regional or national publications
  - f. Participation in trade shows
  - g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
    - i. NCPA and Region 14 ESC Logo
    - ii. Link to NCPA and Region 14 ESC website
    - iii. Summary of contract and services offered
    - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
    - v. amendments, marketing materials
40. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
41. Explain how your company plans to market this agreement to existing government customers.
42. Provide a detailed 90-day plan describing how the contract will be implemented within your company.
43. Describe how you intend on train your sales force on the Region 14 ESC agreement.



44. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
45. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
- a. \$\_\_\_\_\_ in year one
  - b. \$\_\_\_\_\_ in year two
  - c. \$\_\_\_\_\_ in year three

### **ADMINISTRATION**

46. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
47. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

### **Green Initiatives**

48. We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to [reduce our carbon footprint](#), reduce waste, promote energy conservation, ensure [efficient computing](#), and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.
49. Please provide your company's environmental policy and/or green initiative.

### **Vendor Certifications (if applicable)**

50. Provide a copy of all ***current licenses, registrations and certifications*** issued by federal, state and local agencies, and any ***other licenses, registrations or certifications*** from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to ***licenses, registrations or certifications***. M/WBE, HUB, DVBE, small and ***disadvantaged business certifications and other diverse business certifications***, as well as manufacturer certifications for sales and service must be included if applicable.
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## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ It is the intention of NCPA to establish an annual contract with highly qualified vendor(s) for Job Order Contracting on a national or regional basis.
- ◆ Vendor(s) shall, at the request of a NCPA member, provide these covered services under the terms of this RFP and the Contract Terms and Conditions. Vendor shall assist the end user (NCPA member) with making a determination of its individual needs, as stated below.
- ◆ NCPA is seeking sealed proposals for job order contracts for this procurement in accordance with state statutes governing Job Order Contracting where the work occurs.
- ◆ The purpose of this procurement is to award job order contract(s) for the performance of a broad range of construction services. These include minor construction, repair, renovations, alterations, and maintenance projects on an as-needed basis as may be required by the end user (NCPA member) of a facility for work of a recurring nature in which the delivery times are indefinite and for indefinite quantities and for orders that are awarded substantially on the basis of pre-described and pre-priced tasks.
- ◆ The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by NCPA client partner. The specific work requirements will be identified in Work Orders to be issued by NCPA client partner.
- ◆ A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, NCPA member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

### Information to Offerors

- ◆ Bonding for the proposal requires a surety letter of \$10 million (ten million dollars).
- ◆ Those companies seeking multiple state awards should provide contractor license to work in the requested states and propose a separate coefficient for each. If a proposer is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to NCPA requesting the additional state(s). In addition, the contractor must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents. It is the intent of NCPA in this document to meet each state's statutory requirements for performing Job Order Contracting services in that jurisdiction.

- ◆ It is the intention of NCPA to issue these contracts to give the NCPA agencies a choice of contractors under best value to them.
- ◆ The contractor agrees to use as required Davis Bacon (See the UPB) or local wage rates that apply with some of the NCPA agencies. The agency must supply any Davis Bacon or local wage rates requested.
- ◆ The respondent can use either or both the current annual edition of RS Means Facilities Construction Cost Data Book as well as the Sierra West Construction Cost Data Book and quarterly adjustments as their UPB used.
- ◆ Contractors will be required to use either use either Sierra West Group, BRIX JOC Works Edition, or 4 Clicks Project automated JOC software in preparing line item estimates. Contractor will supply at no charge one copy of SWG, BRIX JOC Works Edition to NCPA with training if requested.
- ◆ The proposal coefficient should provide reasonable oversight for Architectural and Engineering (A&E) design to meet both local and state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Services may be provided via its own staff, subcontractor, or working with the client's managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the NCPA agency's concurrence as per state statutes where the proposed work is to be done. However, the NCPA agency member may select the engineering or architectural services in accordance with state statutes.
- ◆ A&E selection and fees for this service will meet the requirements of the State that the work is performed for such selections and fee negotiations and where the NCPA agency member's engineer or architect will approve possible design services. If the NCPA member agency does not have these services on staff or under direct contract, then the NCPA member agency must make the selection per state law. NCPA reserves the right to modify this section per future changes or clarifications in the code or statutes.
- ◆ AIA master text specifications or NCPA member agency approved equivalent and all applicable local, state and national codes will apply to work done under this contract.
- ◆ The NCPA fee will be included in the contractors priced coefficient and will not be issued as a separate line item in any job order proposals issued to NCPA member agencies. This contract management fee will be paid to NCPA quarterly. If the job order has progress payments on large DOs the contractor will report and pay these proportions with the next quarterly report.  
***See Tab 2, Fees and Reporting***
- ◆ NCPA encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some NCPA member agencies will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business

plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for their delivery orders.

- ◆ It is the intent of NCPA to award these contracts without discussion. If at the sole discretion of NCPA the coefficients for a scope of work are not competitive, NCPA reserves the right to conduct discussions and negotiations with the successful offerors. If in the opinion of NCPA these negotiations have failed, NCPA will cease negotiations with that offeror and begin negotiations with the second best offeror.
- ◆ RS Means and or Sierra West will be the unit price books acceptable for use for this contract using SWG Current Construction Costs, JOC Works Ed. and/or the RS Means right hand column ("Total Inc. O & P") and the most recent editions (this will include any periodic editions such as quarterly updates.) RS Mean's 12-digit line numbers or Sierra West's 13 digit line numbers will be used in line item estimates for NCPA member agencies. Contractors at their expense will make copies of the UPB available to the client upon request via electronic or printed media. SWG Current Construction Costs, JOC Works Ed and/or JOC Works or 4Clicks Project Estimator will be the preferred software for preparing line item estimates.
- ◆ While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the NCPA member agency and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or a delivery order manager and/or superintendent at all times during construction. Unless this is a very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.
- ◆ As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, NCPA management fee (3% of Purchase order less bond and sales tax), final site cleanup, Job Order Contract Estimating Workshop session and all contingencies. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.
- ◆ Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractors coefficient. This line item will then be negotiated with the NCPA member agency and, when approved, the item will then be added to the price book for future projects and will no longer will be considered non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the NCPA member agency and NCPA.
- ◆ Business forms and reporting criteria including audit function will be uniform for all of the contractors and be established by NCPA.
- ◆ Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all job orders over \$25,000 or meeting the NCPA member agency's local and state requirements. A letter from a surety company that is licensed to do business in the state requested attesting to its

willingness to bond your company for \$10 million dollars must be submitted with your RFP response. Contractors may need to provide additional capacity as job orders increase. Bonds will not require a fee to be paid to NCPA. The actual cost of the bond will be a pass through expense to the NCPA member agency and added to the purchase order.

- ◆ The contractor ,at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that NCPA has been named as additional insured. If the NCPA member agency has higher insurance requirements, than those requirements may be added as an addendum to the purchase order.
- ◆ Texas law requires that public works over \$8,000.00 be conducted under the supervision of an engineer and over \$100,000.00 with an architect. Statutes of the state where the job is located will govern requirements for an engineer and/or architect.
- ◆ Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.
- ◆ In estimating delivery orders, the contractor shall endeavor not to micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of the single line item defining the pre-hung door the estimator breaks down this portion of the job into individual line items such as door frame, hinges and screws which will unnecessarily drive up the cost to the client member. This should be avoided and will be looked for during the audit cycle.

## **Scope of Services**

- ◆ The specific scope of work for each job order shall be determined in advance and in writing between NCPA member agency and the Contractor.
- ◆ It is acceptable for the NCPA member agency to provide a general scope, but the contractor should provide a written scope of work to the NCPA member agency as part of the proposal. Once the scope of the job order is agreed to, the NCPA member agency will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the NCPA member agency. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.
- ◆ Once the selected contractor is approved by the NCPA member agency, the choice being made by the agency's other NCPA contractors will no longer market this NCPA member agency without approval of the NCPA marketing manager. The NCPA member agency may replace or use more than one NCPA contractor. The NCPA member agency may consult with NCPA about their needs if deemed necessary.

## **Contract and Documents**

- ◆ The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the NCPA contract, NCPA, at its sole discretion, will decide which provision will prevail.
- ◆ The Unit Price Book (UPB), will be either or the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data or SWG Current Construction Costs, JOC Works Ed. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.
- ◆ Other documents to be included are the contractor's proposals, task orders, purchase orders and any attachments, which have been issued.

## **Project Delivery Order Procedures**

- ◆ The NCPA member agency, having executed the NCPA Master Intergovernmental Cooperative Purchasing Agreement during registration and/or an inter-local agreement approved by their board or designated agent may make a request of the contractor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, e-mail, fax, or in person.
- ◆ Upon notification of a pending request, the contractor shall make contact with the client as soon as possible. Contractor shall visit the member's site and conduct a walk- through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from client to include, but not limited to, hazardous materials surveys and other relevant documents.
- ◆ The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.
- ◆ Contractors will be required to submit Job Order proposals and shall provide a line item estimate based upon their coefficient and the UPB for that scope of work which must be reviewed and agreed to by the client prior to their issuance of a PO and DO.
- ◆ Minimal design work should be covered in the contractor's applicable coefficient, and this design work shall use in house staff or a teamed sub-consultant. In all cases where significant design changes occur, the A/E selection shall conform and be based upon qualifications of the design personnel according to applicable state law for selection and negotiation of fees. The client may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

- ◆ The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.
- ◆ The client will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order (PO). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract.
- ◆ In the event of an emergency such as hurricanes, tornados, flooding, or fire, the contractor will endeavor to meet with the client within two hours (if possible), expediting these procedures with verbal job orders and a signed field book by the member's designated agent and the NCPA contractor. Work may commence immediately as required; however, documentation must be provided as soon as possible for this work or for any additional long term job order requirements.

## **Schedule of Projects**

- ◆ Scheduling of projects will be accomplished when the client issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line item estimate and approved JOB Order proposal. For large projects a Construction Project Management (CPM) schedule should be included with the proposal. The effective start and end dates will come from the dates approved in the proposal. The construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

## **Associated Project Support Requirements**

- ◆ This will consist of the following points. (1) The contractor shall remove movable desks and furniture in the work area and place it back in the required location upon completion. (2) The purchase, delivery and storage of project construction materials should not interfere with the clients operations. (3) Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge. (4) All permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless the client member provides them.
- ◆ If there is a dispute between the contractor and client, NCPA or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.
- ◆ NCPA or its representative reserves the right to inspect any project and audit the contractors NCPA project files, documentation and correspondence.

- ◆ The contractor will provide to his project offices with minimal down time (24 hours service calls) a computer system with applicable software including Microsoft Office, JOC project estimating software (JOC Works or 4Clicks Project Estimator) such as RS Means current edition or SWG Current Construction Costs, JOC Works Ed. This software shall be compatible with currently utilized edition of RS Means or Sierra West Group. The contractor may not alter these programs in any form or manner. Updates of Sierra West Group or quarterly RS Mean software or revised yearly editions will be allowed. Each job order proposal submitted to the client will contain a computer generated line item estimate, and this estimate shall have been generated by one of the approval software programs. The printout will contain all of the unit price book items, quantities, pricing and total cost.
- ◆ Utilities at the job sites will be furnished free of charge to the contractor by the NCPA member agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the NCPA member agency. Upon project completion, the connections will be removed at the direction of the NCPA member agency
- ◆ It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the NCPA member agency. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, the NCPA member agency will make toilet facilities available or the contractor will make arrangements for portable toilets.

## **Safety/Environmental Plan**

- ◆ The contractor shall, upon award, submit a more detailed safety plan within 14 days and prior to commencement of work. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer would interact with the NCPA member agency's staff and management of safety and environmental issues while working in occupied areas.

## **Quality Assurance/Quality Control Program**

- ◆ The contractor shall, upon award of a contract, submit a QA/QC plan within 14 calendar days and prior to commencement of work. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the NCPA member agency's staff.

## **Subcontracting Plan**

- ◆ The contractor shall submit an updated subcontracting plan within 14 calendar days. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same



high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan). The subcontractors will be held to the same standards as the JOC contractor.

- ◆ A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms.

## **Project General Manager and Key Staff**

- ◆ The contractors PGM should be knowledgeable in multiple construction divisions. It is also important that the PGM has managed plumbing, concrete, electrical, painting, HVAC and mechanical in multi discipline projects. The PGM should have experience in managing multiple projects at diverse locations. The PGM should be a team builder and be versed in JOC or have attended a course in JOC. The PGM should understand the contractual nature of JOC versus hard bid contracts and change notices.

## **Project General Manager & Key Personnel**

- ◆ The PGM shall have had experience as a program or construction manager. He should be well versed in job order contracting (JOC). He should be personable and be able to build confidence with NCPA and his company's team (including subcontractors) and the JOC Choice client members he is serving. It is preferred that the PGM have actual JOC experience, however attendance in a course on JOC will be acceptable. He should show the ability to multi-task handling multiple task orders simultaneously over an extensive geographic area. He should have experience in working with both architects and engineers on projects. He must be able to demonstrate that he understands the importance of all aspects of the NCPA program to include marketing, communication, business practices, subcontractors, and teaming.
- ◆ The PGM should show experience in scheduling and critical path analysis. The PGM should show a broad ability to quickly trouble shoot problems with an attitude of what is best for the client member. The PGM should be able to show with references that he has had extensive experience with and the ability to work with many small subcontractors and in some cases aiding and teaching (mentoring) as appropriate for future partnering on task orders.
- ◆ In all cases, the PGM should show a willingness to explain each line item estimate to the NCPA member agency in a team concept. The PGM should be considering cost saving measures as well as the NCPA member agency's budget constraints in making recommendations.

## Tab 6 – References

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- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume

## Tab 7 – Pricing

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- ◆ Please submit price list electronically. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.
- ◆ The awarded Vendor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this RFP and/or NCPA members. The NCPA member shall notify the awarded Vendor of the applicable pricing / prevailing wage rates and must apply any local wage rates requested. The awarded Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the NCPA member.
- ◆ Proposers are welcome to submit a proposal regionally or statewide. The matrix below is set-up with four (4) columns that address the following:
  - **Preference** - is the listing in numeric order of the contractor's area of preference.
  - **Region** - If you desire to price a single region, list the region as number one and any additional regions that you would like to be considered for in the order of preference for each region priced.
  - **City Cost Index** - If you desire to price a single city, list the city as number one and any additional cities that you would like to be considered for in the order of preference for each city priced.
  - **Coefficients Regular Hours** - the priced coefficients for each region that you are willing to work in shall be listed for both regular hours\* (State your regular hours span from A.M. to P.M.)
  - **Coefficient After Hours** - the priced coefficient for weekends, holidays and hours outside of regular hours. The coefficient must be rounded to the nearest second decimal place, e.g. .394 would be rounded to .39.

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

			Wyoming		
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*Note: Provide coefficients for the state(s) that you would like to be awarded. NCPA is looking for proposers that can provide service in multiple states. Provide markup or margin percentage on non-prepriced items\_\_\_\_\_.(markup/margin)*

*\*Please specific your definition of regular hours Start \_\_ A.M to End \_\_ P.M.*

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

### **Executive Summary**

- ◆ Describe the product and/or service in an outline format
- ◆ Describe the value to participating agencies
- ◆ Describe the value to NCPA
- ◆ Describe how your company would market this product and/or service through this contract
- ◆ Provide an anticipated size of the market for this product and/or service in the public arena

### **Detail Description**

- ◆ Where is the product manufactured?
  - ◆ Any certifications provided?
  - ◆ Where is the service performed?
  - ◆ Who performs the service and what is their expertise?
  - ◆ Is this a proprietary product and, if not, who is your competition?
  - ◆ Provide references
  - ◆ Provide case studies
  - ◆ Provide any pricing that is different than the pricing in TAB 7 in this solicitation.
-

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Clean Air and Water Act & Debarment Notice**

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

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

Potential Vendor

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Print Name

---

Address

---

City, State, Zip

---

Authorized signature

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Date

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# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

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

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

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

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

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

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

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

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

### **Business Operations in Sudan, Iran**

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

Authorized signature \_\_\_\_\_

Date \_\_\_\_\_

## **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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

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

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

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

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Address

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City/State/Zip

---

Telephone No.

---

Fax No.

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Email address

---

Printed name

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Position with company

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Authorized signature

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## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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

## **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

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

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

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

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

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

Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

#### **DISADVANTAGED BUSINESS PARTICIPATION**

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

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

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

### **ENERGY CONSERVATION REQUIREMENTS**

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

### **FEDERAL CHANGES**

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

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

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

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

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

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

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

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

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

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

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

## **State Notice Addendum**

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

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

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>