

C2026007

From: General Services Department <noreply@formresponse.com>
Sent: Wednesday, July 23, 2025 9:21 PM
To: Finance – Procurement Resource Group
Subject: Re: Cooperative Request Form - General Services Department

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Cooperative Request Form

What is your name? Ava Elsaghir

What is your department? General Services Department

What is your email address? Ava.Elsaghir@Nashville.gov

What is your phone number? (615) 930-6049

In addition to your department, will other Metro departments be utilizing this cooperative? **Yes.**

If other Metro departments will be utilizing this cooperative, list them here: All Metro Agencies

How much do you estimate spending on this cooperative contract? \$3,000,000.00

Why is this a sole source? **Cooperative - Purchasing Cooperative of America**

Who is the supplier? City of O'Donnell

Who is the supplier? Turner & Townsend Heery LLC.

Is the supplier registered in iSupplier? **Yes.**

If yes, what is the supplier's ISN?	1682
What is the contract number?	OD-409-24
When did the contract start?	06-12-2024
When does the contract end?	06-11-2029
What was the solicitation method for this contract?	RFP - Request for Proposal.
What is the good/service that this cooperative will be utilized to purchase?	Construction Management Services
Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?	By utilizing this cooperative it will reduce the time and effort to publish our own solicitation and the rates provided are competitive since the cooperative is being utilized nationwide and Metro as one entity may not get better rates as a sole entity
Upload the original contract from the lead agency.	TTH PCA Contract OD-409-24.pdf 1-Vendor Response Signature_compressed.pdf 1-Vendor Scope Specs-compressed.pdf Award Letter PCA OD-409-24 Turner & Townsend Heery, LLC.pdf Negotiated PCA Sect 6 Turner & Townsend Heery Standard CM Rates.pdf
Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?	No.
This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.	Yes.
I accept the terms of this contract without exception.	Yes.
Upload the formal solicitation (RFP/ITB) from the lead agency.	RFQ OD-409-24 Construction Management.pdf Website Ad with addendum.pdf
This solicitation was advertised, open, and	Yes.

unrestricted.

I have confirmed with both
my department finance
manager and/or OMB
budget analyst sufficient
fund availability for this
request. **Yes**

I affirm that I am
authorized by the
appropriate individuals in
my department, including
my director or their
designee, to submit this
cooperative request. **Yes**

You can [edit this submission](#) and [view all your submissions](#) easily.

Attachments: Because the total size is more than 10MB the uploads are not attached.



Cooperative Request Review

This cooperative request for **construction management via Purchasing Cooperative of America contract number OD-409-24** is recommended for approval.

The anticipated project value is **\$3,000,000.00**. The estimated savings to Metro via this cooperative is **\$240,071.00**

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Purchasing Cooperative of America**; the lead agency is **City of O'Donnell**. **City of O'Donnell** is a public institution in **Texas** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 09 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7.5% average off market rate**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$240,071.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Zak Kelley
02/07/2025



Cooperative Request Signature Form

Co-Op Request Number	C2026007
Date Received	July 24, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

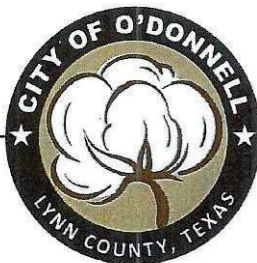
Regards,

Dennis Rowland
Dennis Rowland
Purchasing Agent & Chief Procurement Officer

7/25/2025 | 10:37 AM CDT
Date Signed



615 8th Street • O'Donnell, TX 79351



Ofc: 806-428-3239 • Fax: 806-428-3440

June 12, 2024

Turner & Townsend Heery, LLC
Gary Whittle, Proj Mgmt Dir
10777 Westheimer Rd, Suite 1160
Houston, TX 77042
Gary.Whittle@turntown.com

Subject: PURCHASING COOPERATIVE OF AMERICA CONTRACT AWARD LETTER
PCA RFQ OD-409-24 Construction Management

Dear Mr. Whittle,

Congratulations! The City of O'Donnell has awarded your company a contract for the above-referenced solicitation. Your contract number will be the same as the solicitation number: PCA RFQ OD-409-24. The contract number is to be on all Invoices for proper reporting.

You are responsible for keeping PCA up to date with your current contact information and for submitting monthly reports. For months with inactivity, complete the company/contact information and simply input 'No Activity'. We send out the Members list monthly, in response to your organization emailing the monthly report.

The contract is effective for the dates on the Contract Acceptance and Signatures Page and may be renewed up to four (4) additional years; unless notified otherwise, the renewal will be automatic. For any inquiries about your contract, please contact pcamerica@pcamerica.org & we will assist you!

We will contact you for an orientation meeting and for content for your vendor page on the PCA web site. PCA looks forward to working with you!

Sincerely,

Max Mendieta, Mayor
City of O'Donnell

The award packet includes:

- Award Letter
- Signed Contract Acceptance and Signatures Page (exceptions, if any)
- Instructions for Monthly Report and Administrative Fee Tab 3
- Monthly Report Form & Instructions
- Welcome to PCA!

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

**FORM A
OFFER ACCEPTANCE AND CONTRACT SIGNATURES FORM**

Complete and sign and upload.

Offer by Vendor

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

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

☒ **WITH EXCEPTIONS.** Proposed changes to Contract Terms and Conditions. Present Vendor's proposed changes on FORM A-1 – Exceptions to Contract Terms and Conditions.

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

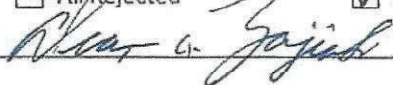
Company Name (on Contract): Turner & Townsend Heery, LLC
 Address: 10777 Westheimer Rd, Suite 1160
 City/State/Zip: Houston, TX 77042
 Phone: 832.409.4041 Email: Gary.Whittle@turntown.com
 Printed Name, Title: Gary Whittle | Project Management Director
 Signature:  Date: 5/5/2024

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

Contract Number: _____

Contract Exceptions – PCA

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

PCA Authorized Signature: 
 Printed Name: _____ Date: 5/28/24

Offer Acceptance by PCA Awarding Agency

Term of Contract: 6/12/24 to 6/11/25

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

Awarding Agency Authorized Signature: 
 Printed Name: Joseph Luera - mayor pro-tem Date: 6/12/24

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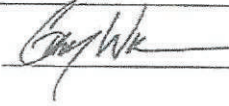
FORM A-1
EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

Leave Step 2 in Bonfire blank if 'No Exceptions' was checked on Form A. If 'With Exceptions' is checked on Form A, .pdf and upload your document per these instructions.

Instructions for completing this Form, if necessary:

1. Exceptions are proposed changes to Contract Terms and Conditions ("T&C").
2. Do not mark changes on the original solicitation Contract Terms and Conditions.
3. List T&C number – paragraph number – justification – and proposed change.
See below.
4. If additional pages are needed, on each additional page,
 - Top Left Margin: Put RFQ # and Title
 - Top Right Margin: Put Company Name
 - Title: Exceptions to Contract Terms and Conditions
 - List T&C #, paragraph #, justification and change (same as #3)
 - Please sign each page of Contract Exceptions

Company Name: Turner & Townsend Heery, LLC

Authorized Signature: 

Date: 5/5/2024

(1) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

(2) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

(3) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

Please see following page for full
list of exceptions

RFQ OD-409-24 Construction Management Projects

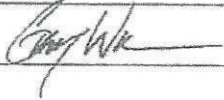
Turner & Townsend Heery

Exceptions to Contract

After reading the contract, we would request the following, additional terms to be added to the agreement:

- The Scope of Services, as it relates to the construction, design and consulting efforts of parties engaged by PCA Member to perform work on the Project ("Construction Professionals"), will be limited to overseeing and managing the work of the Construction Professionals. The work and services provided by Construction Professionals will remain the responsibility of such persons and Awarded Contractor does not warrant or guaranty, and will not be liable with respect to, their performance, schedule or work product, including, without limitation, (i) design techniques or procedures or (ii) construction means, methods, safety, techniques, sequences or procedures employed by any third-party including Construction Professionals. In contracts with Construction Professionals, PCA Member will use commercially reasonable efforts to ensure that Awarded Contractor is indemnified by Construction Professionals and is included as an additional insured under the Construction Professional's liability insurance.
- Awarded Contractor shall not be required to detect, handle, remediate or dispose of hazardous or other pre-existing conditions at a project site.
- Awarded Contractor shall be entitled to reasonably rely upon the accuracy and completeness of documents and information provided to it for the performance of Services.
- Neither Party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.
- Awarded Contractor's liability to PCA Member under or in connection with this Contract, whether in contract, warranty, negligence, tort or otherwise, shall not exceed the project management services fees (excluding any reimbursed amounts) paid or payable to Awarded Contractor under the work order for which the claim relates.
- Awarded Contractor would request modification to the indemnities to limit both "to the extent of [the Indemnitor]'s negligence or intentional misconduct that results in bodily injury, death or property damage."

Company Name: Turner & Townsend Heery, LLC

Authorized Signature: 

Date: 5/5/2024



Welcome to PCA!

Your Contract Number is: PCA RFQ OD-409-24 Construction Management

When selling to a PCA Member/Customer please make sure they & your sales personnel know to put your contract number on the Purchase Orders/Invoices: PCA OD-XXX-XX & abbreviated name (if it fits) on the Purchase Orders & on your Invoices. **Make sure that you set up a system, with your sales personnel, to report sales to your company PCA Contract Admin**, so that they will have the information to send in the monthly report to PCA.

The contract number assists the PCA Member/Customer pass their audits & helps with your PCA contract reporting.

- The monthly report forms for reporting your PCA fees, are included in the contract, but can also be found at <http://www.pcamerica.org/forms> under the "AWARDED CONTRACTORS ONLY:" Section.
 - Include PO numbers on the report & a copy of the POs sent in with the report, if you have a copy.
 - Submit reports monthly, even if you have had no sales – put "No Activity" on the first line & any prospective customers listed in the area on the bottom.
- For payment of fees, please make check out to "Purchasing Cooperative of America" (not PCAmerica which is our website domain only).
- Reports are due by the 15th of the following month, 2 weeks after the month ends.
 - Ex. the June report is due by July 15th.
- For paying fees: If able, attach the monthly report to the check. Larger companies are sometimes unable, since they usually have a checking dept. or do direct deposit, so we need some kind of assistance in matching amounts to the reports. In the memo or notation area on the check or direct deposit notice, please state what monthly report(s) the check goes with & if you have multiple contracts with us, list which amount goes to which contract.

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

SECTION 3-CONTRACT TERMS AND CONDITIONS

This Contract is entered into between PCA Awarding Agency and Awarded Contractor, having submitted a response to **RFQ OD-409-24 Construction Management** issued by Purchasing Cooperative of America ("PCA", "Cooperative") and whose offer has been accepted and a contract has been entered into by PCA Awarding Agency on behalf of current and future PCA Members. *TEX. LOCAL GOV'T. CODE, Section 271; and TEX. GOV'T. CODE, TITLE 7. INTERGOVERNMENTAL RELATIONS, Chapter 791.*

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

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

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

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

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

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

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

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and Conditions and all item specifications as written. Where exceptions are contrary to any state or federal law, the law shall prevail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- *TEX. EDUC. CODE § 73.115(a)(4) "...University of Texas at El Paso "may acquire goods or services by the method that provides the best value to the institution, including... a group purchasing program."*
- *TEX. EDUC. CODE § 74.008(a)(4) "...University of Texas Medical Branch at Galveston "may acquire goods or services by the method that provides the best value to the medical branch, including...a group purchasing program." Other Texas Universities are also covered under Texas Codes with the same text.*
- *TEX. LOCAL GOV'T. CODE Chapter § 271.01, Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments.*
- *TEX. LOCAL GOV'T. CODE Chapter § 262, Purchasing and Contracting Authority of Counties.*
- *24 C.F.R. 85.36(b)(5) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. "To foster greater economy and efficiency, grantees and sub-grantees [of federal funds/grants] are encouraged to enter into state and local intergovernmental agreements for procurement or use of common goods and services."*
- *All contracts made by the non-federal entity under a federal award must contain the appropriate provisions of 2 CFR, Part 200-Appendix ii. 2 C.F.R. § 200.319 – Full and Open Competition. Cooperative purchasing programs must include a clear and accurate description of the scope of work or goods required by the responsive vendor. Cooperative purchasing programs placing overly restrictive requirements on solicitation risk noncompliance with the full and open competition requirements.*
- *2 C.F.R. § 200.320 – Geographic Preferences. Any geographic preferences that a cooperative purchasing program uses when evaluating vendor quotations and any pre-negotiated agreements that favor or give preference to local suppliers violate 2 C.F.R. § 200.319(b) and restrict of competition.*
- *2 C.F.R. § 200.320 – Procurement Method. Cooperative purchasing programs must comply with allowable procurement methods. Some of these methods of procurement require public advertisement or publication of solicitations, solicit bids from an adequate number of known suppliers, and award contracts to the responsible, responsive firm with the lowest price or to the responsive firm whose quotation is most advantageous to the program with price and other factors considered.*
- *2 C.F.R. § 200.321. Socio-economic Contracting. Federal entity purchasers must ensure cooperative purchasing programs take the applicable affirmative steps to encourage participation of small businesses, minority businesses, and women owned enterprises. Failure to take certain affirmative steps violates 2 C.F.R. § 200.321.*
- *2 C.F.R. § 200.323. Cost or Price Analysis. Federal purchases must always conduct an independent cost or price analysis when using cooperative purchasing agreements.*
- *2 C.F.R. § 200.326. Contract Provisions. Cooperative purchasing programs at times do not include the federally required contract provisions in their agreements with vendors. All state and federal purchase contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). Each individual contract must be independently reviewed for compliance.*

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- *All contracts made by the non-federal entity under a federal award must contain the appropriate provisions of 2 CFR, Part 200-Appendix ii.*
- *Workers Compensation laws*
- *Minimum/maximum salary and wage statutes and regulations; prompt payments*
- *Licensing laws and regulations*
- *Davis-Bacon Act (40 U.S.C. § 276a/29 CFR Part 5)*
- *Copeland “Anti-Kickback” Act (18 U.S.C. § 874/29 CFR Part 5)*
- *Equal Employment Opportunity (in compliance Executive Order 11246, amended by E.O. 11375 and supplemented by DOL Reg. 41 CFR Part 60)*
- *Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330/29 CFR Part 5)*
- *McNamara-O’Hara Service Contract Act (41 U.S.C. 351)*
- *Section 306 of the Clean Air Act (42 U.S.C. § 1857.h.)*
- *Section 508 of the Clean Water Act (33 U.S.C. § 1368)*
- *Executive Order 11738, EPA regulations (40 CFR Part 15)*
- *Administrative Requirements for Grants and Cooperative Contracts to state-, local-and federally-recognized Indian tribal governments (24 CFR Part 85)*
- *Mandatory standards and policies contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)*
- *FEMA Requirements, If Applicable*
- *A non-federal entity receiving federal funds, such as a Public Assistance award to restore a damaged building, must comply with the conditions attached to the grant. A non-federal entity must comply with the procurement requirements imposed by Federal law, executive orders, and federal standards and regulations, as these exceed the authority over non-federal requirements, such as local or state procurement standards, to the extent they conflict with Federal requirements. A non-federal entity must not make any award or permit any award at any tier to parties listed on the governmentwide exclusions in the System for Award Management (SAM), which can be found at www.sam.gov. In response to this requirement, PCA requests that Form F in Section 4 be signed and dated.*

For Arizona Purchase Orders under this contract:

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

Awarded Contractor is responsible to:

- *Maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. All permits will be acquired by*

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Awarded Contractor and invoiced to the PCA Member, at cost, as part of the Purchase Order, unless otherwise provided by the PCA Member.

- *Comply with all state and local building code requirements unless other-wise specifically provided in the Member's Purchase Order or Job Order, and Awarded Contractor must pay all fees and charges for connections to outside services and for use of property outside the project site, as agreed to with the PCA Member.*
- *Be acquainted with and comply with the regulations and laws of each state and jurisdiction (where they operate) that govern payment retention and progress payments for public projects.*

11. Additional DFARs Federal Security Requirements for PCA Members and Awarded Contractors.

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

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

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

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

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

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

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

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

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

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

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

15. **Commitment of Current Revenue.** Awarded Contractor acknowledges that many Texas governmental entities, including educational entities, are required to include a clause in

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accordance with *TEX. LOCAL GOV'T. CODE § 271.903* concerning appropriation of funds for multi-year contracts. Other states may have similar statutes.

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

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

16. **Notice.** Any notice provided under the terms of this Contract by one Party to the other Party shall be in writing and shall be sent by hand-delivery, by certified or registered mail, return receipt requested, or by email pcamerica@pcamerica.org and require a read receipt. Notice shall be deemed effective upon receipt. Electronic signature is legal and acceptable.
17. **Notification of Material Change in Awarded Contractor Operations.** Awarded Contractor is required to use reasonable efforts to notify PCA of any material change in operations that is likely to adversely impact its performance of all its obligations under this Contract, including, but not limited to, major changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within **thirty (30) business days** of such change, or as soon as is practicable.
18. **Equal Opportunity; Equal Employment Opportunity (EEO) Disclosures.** It is the policy of PCA Awarding Agency and PCA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Awarded Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), gender (except where based on a bona fide occupational qualification) or race, color, religion, national origin or ancestry, handicapping condition, marital status, political affiliation or belief, or veteran status. Awarded Contractor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. A final, non-appealable judgment by a court of competent jurisdiction under which Awarded Contractor was proven to discriminate in violation of this paragraph will constitute Awarded Contractor's material breach of this Contract, whereupon PCA Awarding Agency may terminate this Contract.
19. **Working on PCA Member's Property.** Awarded Contractor, its employees, subcontractors, and subcontractor's employees may not use or possess any weapons, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on PCA Member's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on PCA Member's property.
20. **Subcontractors, If Applicable.** Awarded Contractor shall be fully responsible to the PCA Member for all acts and omissions of the subcontractors used in the performance of any part of this Contract.

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

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

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

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

Minimum Insurance Requirements

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

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

Awarded Contractor shall submit a letter from a registered bonding (surety) company stating the maximum bonding capacity per project and in aggregate. If possible, also list the bond rate.
23. **PCA Member Support.** Awarded Contractor shall provide timely and accurate technical advice to PCA staff and PCA Members. Awarded Contractor shall provide reasonable training to PCA Members regarding products/services supplied under this contract by the Awarded Contractor, upon request, preferably at no additional charge.
24. **Damage to Member's Property.** In the event and to the extent of loss, damage, or destruction to property owned by PCA Member is caused by Awarded Contractor or its representative, agent, employee, or subcontractor, Awarded Contractor shall indemnify PCA Member and pay to PCA Member the full cost of repair or replacement of such property, whichever is greater. Payment shall be due within **thirty (30) days** of Awarded Contractor's receipt of written notice of PCA Member's determination of the amount due. If Awarded Contractor fails to make timely payment, PCA Member may obtain such money from Awarded Contractor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Awarded Contractor by PCA Member.
25. **Website Support.** Awarded Contractor agrees to cooperate with PCA in publicizing contract information on the PCA website. Awarded Contractor also agrees to work with PCA in updating and maintaining current information on Awarded Contractor activities related to the Contract on the PCA website. Awarded Contractor agrees to provide an electronic version of its logo for use on the PCA website upon request and provide other contact information as reasonably requested by PCA to help ensure that the PCA website is current and consistently updated. Awarded Contractor agrees to promote its PCA contract by prominently displaying the PCA logo on its website, per company policy, and provide a link to its website from the PCA website at www.pcamerica.org.
26. **Promotion of Contract Marketing Plan.** The marketing of Awarded Contractor's company, products and/or services shall be the sole responsibility of Awarded Contractor. PCA will supply Awarded Contractor with the PCA Members List. Members will know the requirements for PCA Membership in the jurisdictions in which they operate. PCA will work with Awarded Contractors to assist their customers to complete the PCA Membership process. Other items geared toward the joint-marketing of PCA and Awarded Contractor's company and its products/services shall be at PCA's sole discretion.

For so long as this Contract is valid and enforceable between the parties, Awarded Contractor agrees to promote its PCA contract with its current customers and future customers/PCA Members, as agreed to, including the display of the PCA seal in its marketing materials and on Awarded Contractor's website per Awarded Contractor's company policy. Awarded Contractor shall submit promotional materials to PCA and obtain written approval before Awarded Contractor finalizes or publishes promotional material bearing the PCA name or seal. Awarded

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Contractor may not release any press release or other publication regarding this Contract or PCA unless and until PCA first approves the press release or publication in writing.

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

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

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

31. **PCA Administration Fee and Monthly Report**
PCA Administrative Fee
 - PCA Administrative Fee ("Admin Fee") for this solicitation/subsequent contract is found in SECTION 6-PRICING.
 - Awarded Contractor shall honor and pay the Admin Fee for all sales that occur resulting from this Contract within **thirty (30) days** from the date Awarded Contractor receives payment from PCA Member, whether for progress payment, completion of work, or payment for delivered goods.
 - In the event that Awarded Contractor's PCA contract expires or is terminated, Awarded Contractor agrees to pay the Admin Fee for all projects extending beyond the expiration or termination date for those Purchase/Delivery/Job Orders received prior to expiration or termination.
 - Pass-Through Costs that are subtracted from the gross contract/purchase order amount before calculating the Admin Fee include items such as specialty insurance, taxes, cost of bonds, and delivery costs.

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- Awarded Contractor shall make the check payable to “Purchasing Cooperative of America” and send the check to ‘Purchasing Cooperative of America’, P.O. Box 604, Hico, TX 76457.
- Check may be mailed with the monthly report. Include the PCA contract number.
- Failure to pay the PCA Admin Fee in a timely manner may result in suspension or termination of this Contract.

Monthly Report

- Awarded Contractor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA.
- Reports are due monthly by the 15th day of the following month.
- Awarded Contractor is responsible for collecting and compiling all sales under this Contract from all PCA Members and submitting one (1) consolidated monthly report.
- The monthly report shall include, at a minimum, the date of each PCA Member/customer P. O. with scheduled start and completion date, sale/project description, P. O. number, Member/customer name, city/town, and P. O. total dollar amount.
- Include an overview of pending projects (the “pro forma”) on the Monthly Report.
- Awarded Contractor (Vendor) shall submit a copy of PCA Member/customer Purchase Order and/or supplemental agreement as well as change orders made prior to project completion along with the mandatory monthly report.
- Reports shall be submitted to PCA at P.O. Box 604, Hico, Texas 76457, along with a check for Admin Fees made out to ‘Purchasing Cooperative of America’ or ‘PCA’ and electronically to Reports@pcamerica.org. Reports should be emailed each month even if there is “No Activity”. If Awarded Contractor has more than one PCA contract, please submit separate monthly reports (and separate checks).
- Monthly Report form may be found at www.pcamerica.org on the Forms Tab.

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

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

Awarded Contractors may not use PCA contract to request a contract from another agency or purchasing cooperative without the written approval of PCA. To do so without PCA written approval will automatically violate the provisions of this contract resulting in its immediate

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cancellation. Other cooperatives desiring to utilize PCA contracts must sign an Interlocal Agreement or contract with PCA defining the contract's use and PCA payment requirements.

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

Awarded Contractor shall require their subcontractors to hold harmless the PCA Member from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs, including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers Compensation, shall be the sole responsibility of Awarded Contractor to assure that these payments have been made by the subcontractors.
37. **Sales Tax-Texas Only.** Upon request and as appropriate, each Member will provide a Tax Exemption Certificate to the Awarded Contractor. Texas government entities that are public

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jurisdictions that are exempt from Texas sales, excise, and use taxes. Unless otherwise specified in this solicitation, Texas sales tax will not be included in any delivery order or purchase order or invoice submitted by any Awarded Contractor unless the Awarded Contractor has requested a Texas Sales Tax Exemption Certificate from the Member in writing and failed to receive the same within a reasonable period of time. The Limited Sales, Excise, and Use Tax Laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this solicitation, Awarded Contractor has agreed to accept tax exemption information in such form.

38. **Taxpayer Identification Number and Certification, W-9.** To receive payment under this Contract, Awarded Contractor shall have a current IRS W-9 Form on file with PCA Member.
39. **Tax Requirements of States Other than Texas.** PCA Members outside of Texas will pay only the rate and/or amount of taxes per the purchase order sent to the Awarded Contractor as appropriate to the specific PCA Member.

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

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

No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

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

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

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This Contract shall remain in effect until:

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

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

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

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

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

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

- 43. **Disclosure of Interested Parties-Texas Requirement.** Pursuant to *TEX. GOV'T. CODE § 2252.908* the Texas Ethics Commission (TEC) has adopted a Certificate of Interested Parties, Form 1295, and rules requiring business entities and state agency personnel to file on the TEC website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. It is Awarded Contractor's responsibility to comply with all disclosure laws including Chapter 2252. If Vendor is a publicly-traded entity or a subsidiary of a publicly-traded entity, effective January 1, 2018, Vendor is not required to file Form 1295. Disclosure will not be handled by PCA on behalf of PCA Member.
- 44. **PCA Awarding Agency and PCA Reservations.** PCA reserves the right to:
 - a. Cancel this solicitation in whole or in part, at the sole discretion of PCA.
 - b. Accept, reject, or negotiate modifications in any terms of the Awarded Contractor's quotation or any parts thereof.

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- c. Conduct oral interviews/discussions or presentations necessary to select the best value Awarded Contractor and/or to obtain competitive pricing.
 - d. Reject and/or disqualify any or all quotations received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Awarded Agency/PCA and/or PCA Members.
 - e. Waive any formalities, technicalities, or other defects if deemed in the best interest of PCA and/or PCA Members; Request clarification and/or correction of Awarded Contractor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
 - f. Award one or more contracts, in part or in whole, to a single or to multiple Awarded Contractors, in PCA sole discretion.
 - g. Make all decisions regarding this solicitation, including, without limitation, the right to decide whether a quotation substantially complies with the requirements of this solicitation.
 - h. Remove, for good and reasonable cause, any Awarded Contractor personnel working under this contract.
45. **Conflicts of Interest.** Conflicts of interest relating to this Contract are strictly prohibited. Except as otherwise expressly provided herein, no Party hereto nor any director, employee or agent of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Contract. Likewise, no party nor any director, employee or agent of any Party, shall without prior notification thereof to all Parties enter into any business relationship with any director, employee or agent of another Party or of any affiliate of another Party, unless such person is acting for and on behalf of the Party or any such affiliate.
46. **Warranty, Equipment and Installation, If Applicable.** Vendor warrants its workmanship provided hereunder, including its subcontractors' workmanship, shall be free of material defects for a period of one (1) year from the date of substantial completion. All warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, shall terminate one (1) year from the date of substantial completion, and thereafter, Vendor will have no liability for breach of any warranty or for any latent or patent defect of any kind. Equipment and material warranties that exceed the one (1) year warranty period shall be provided directly by the equipment and/or material manufacturers and such warranties shall be assigned directly to the PCA Member, after the one (1) year period. During the one (1) year Vendor warranty period, Vendor, or Vendor's subcontractors, will correct its defects, and/or Vendor will work with the equipment or material manufacturer to facilitate the manufacturer's correction of the equipment or material defect. This warranty expressly excludes any remedy for damage or defect caused by improper use, improper or inadequate maintenance, operations of the installed equipment by users other than Vendor or its subcontractors; corrosion; erosion; deterioration; abuse; modifications or repairs not performed by an authorized Vendor subcontractor; improper operation; or normal wear and tear under normal usage. If a warranty issue arises on any equipment or material installed after the one (1) year Vendor warranty period, and the equipment or material has a warranty period that exceeds one (1) year, PCA Member shall contact the manufacturer directly to resolve such warranty issues and PCA/PCA Member acknowledges that the manufacturer shall have sole responsibility for such issues.

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

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



May 20, 2024

Purchasing Cooperative of America
purchasingcooperativeofamerica@pcamerica.org

Turner & Townsend Heery
10777 Westheimer Rd., Suite 1160
Houston, TX 77042
832-409-4041
www.heery.com

For the attention of Purchasing Cooperative of America

To Whom It May Concern,

Loaded Hourly Rates by Position for Construction Management RFQ #OD-409-24

Turner & Townsend Heery ("Heery") is pleased to provide the following 2024-2025 Loaded Hourly Rates by position for providing Construction Management services associated with RFQ #OD-409-24, effective May 1, 2024.

Loaded Hourly Rates - By Position	2024-2025 Rates*
	Full-Time**
Program Director	\$ 295.00
Principal-In-Charge	\$ 255.00
Senior Project Manager	\$ 225.00
Facility Planner	\$ 225.00
Project Manager	\$ 175.00
Asst. Project Manager	\$ 155.00
QA/QC Manager	\$ 155.00
Estimator	\$ 175.00
Scheduler	\$ 175.00
Project Controls Manager	\$ 175.00
Project Controls Specialist	\$ 145.00

*Rates subject to ~3.5% COL adjustment annually on May 1
**Rates based on full-time, may be higher for part-time / as-needed positions
***Rates applicable for South Central U.S. - Other regions may vary

The hourly rates include standard incidental expenses related to the work, including technology needs for Professionals to efficiently perform their work. Reimbursable Expenses would include all costs and expenses incurred by Heery in connection with the Services, as approved by the Client individually or as included in an approved reimbursable budget, and may include the following expenses: reproduction of drawings; messenger service; overnight delivery; conference calling service charges; Project related travel and mileage; lodging and meals when pre-approved by the Client; freight and shipping costs paid on behalf of the Client; PMIS licensing, setup, implementation, management, and training; and any specific non-recurring charges directly attributable to the Project and pre-approved by the Client.

Thank you for the opportunity, and please call if you have any questions.

Yours faithfully,

Gary Whittle
Director
Turner & Townsend Heery
e: gary.whittle@turntown.com

Program Management



Purchasing Cooperative of America

RFQ OD-409-24 Construction Management Projects





↑ **Autumn Ridge Middle School** | Humble ISD

04.

Vendor Response Forms

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

SECTION 4-VENDOR RESPONSE INSTRUCTIONS AND FORMS

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

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

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

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

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

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

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

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

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

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

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

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

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

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

VENDOR RESPONSE INSTRUCTIONS

Questions using Bonfire? support@gobonfire.com

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

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

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

Step 2. FORM A-1 – EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS. Leave blank if 'No Exceptions' was checked on Form A. If 'With Exceptions' was checked on Form A, **complete Form A-1**, .pdf and upload per instructions.

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

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

Step 4. Form J – Company Logo. Upload .png, .jpg, or .jpeg file.

Step 5. Vendor Response – SCOPE AND SPECIFICATIONS (RFQ SECTION 5).* .pdf and upload.

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

* To add additional pages, follow these instructions:

- Put RFQ # and Title in the heading on the left margin.
- Put Vendor name in the heading on the right margin.

PURCHASING COOPERATIVE OF AMERICA
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FORM B
SOLICITATION ADDENDUM

If issued; sign and upload.

An Addendum, if issued, will be noticed in Bonfire and on the PCA website, www.pcamerica.org, on the Solicitation Tab. The Addendum will clearly state the addition, change or deletion to the solicitation and require an acknowledgement by Vendor by signature (below).

Download the Addendum, sign and date, and upload the Addendum with Vendor’s submission. If Vendor has already submitted a quotation in Bonfire before the notice is posted, Vendor will select to ‘UNSUBMIT’ their response and, after uploading the Addendum, select ‘FINAL SUBMISSION’ again.

_____ Check here if there are NO Addendums.



VENDOR AUTHORIZED SIGNATURE

Gary Whittle | Project Management Director

PRINTED NAME

5/7/2024

DATE



NOTIFICATION OF ADDENDUM #1 - FORM B

RFP RESPONSE DUE DATE EXTENDED

RFQ OD-409-24 Construction Management

A signed copy of this notice of Form B–Addendum #1 must be included in your response.

Received By: Turner & Townsend Heery, LLC
PRINTED COMPANY NAME

Gary Whittle | Project Management Director
PRINTED AUTHORIZED NAME & TITLE

 5/7/2024
AUTHORIZED SIGNATURE & DATE

Original Submittal Deadline on the Title Page: Tuesday, May 7, 2024 at 11 a.m.

With a 2-week extension the corrected Submittal Deadline will read:

Tuesday, May 21, 2024 at 11 a.m.

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

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

TEXAS CERTIFICATIONS:

CERTIFICATE OF INTERESTED PARTIES

A governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. Form 1295 must be filed with the Texas Ethics Commission at www.ethics.state.tx.us. TEX. GOV'T. CODE, Chapter 2252.908.

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

CRIMINAL HISTORY BACKGROUND CHECKS

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

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

DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES

SANCTIONED BY TEXAS AND OTHER STATES

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

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

INVESTMENTS AND CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES

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

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

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

TEXAS FAMILY CODE

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

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

CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM INDUSTRY

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

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

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

**PURCHASING COOPERATIVE OF AMERICA
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TEXAS FELONY CONVICTION NOTICE

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

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

STATE OF TEXAS FRANCHISE TAX

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

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

FEDERAL CERTIFICATIONS:

BUY AMERICA PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) - When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current **prevailing wage** determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

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

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

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

FERPA CONFIDENTIALITY

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

OSHA

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

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

RECORDS ACCESS AND RETENTION REQUIREMENTS

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

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

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

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

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

DRUG-FREE WORKPLACE CERTIFICATION

Vendor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. §81, Title V, Subtitle D).

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

NON-DISCRIMINATION


The Vendor agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits or, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Vendor certifies compliance with the Rehabilitation Act of 1998 § 508, 29 U.S.C. § 794d, relating to the use of electronic and information technology for individuals with disabilities; the Housing and Urban Development Act § 3, 12 USC §1701u Sec. 1701u, relating to economic opportunities for low- and very low-income persons; Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal contract Compliance Programs, Equal Employment Opportunity Department of Labor"; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101); the Age Discrimination Act of 1975 and all amendments to each.

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

PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management

CERTIFICATION

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

Vendor Company Name: Turner & Townsend Heery, LLC
Address, City, State and Zip Code: 10777 Westheimer Rd, Suite 1160 | Houston, TX 77042
Printed Name and Title of Authorized Representative: Gary Whittle | Project Management Director
Phone Number: 832.409.4041 Email Address: Gary.Whittle@turntown.com
Signature of Authorized Representative:  Date: 5/5/2024

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

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

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

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

Vendor wants to work with Texas State Agencies:

☒ Yes ☐ No

If 'No', a signature is not required.

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

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

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

<p>Vendor <u>Turner & Townsend Heery, LLC</u> [Company]</p> <p>Address <u>10777 Westheimer Rd, Suite 1160</u> <u>Houston, TX 77042</u></p> <p>Phone <u>832.409.4041</u></p> <p>Fax <u>N/A</u></p>	<p>Bidder <u></u> [Contact Other than Official Below] Signature</p> <p><u>Gary Whittle</u> Printed Name</p> <p><u>Project Management Director</u> Position with Company</p> <p>Official <u></u> Authorizing Signature Quotation</p> <p><u>Christopher Fields</u> Printed Name</p> <p><u>Vice President</u> Position with Company</p>
--	--

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See *Specific Instructions* on page 3.

- 1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Turner & Townsend Heery, LLC

- 2 Business name/disregarded entity name, if different from above.

- 3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

- 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):**

Exempt payee code (if any)	5
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Exemption from Foreign Account Tax
Compliance Act (FATCA) reporting
code (if any) **F**

(Applies to accounts maintained outside the United States.)

- 3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.

- 5 Address (number, street, and apt. or suite no.). See instructions.

3550 Lenox Road, NE, Suite 2300

Requester's name and address (optional)

- 6 City, state, and ZIP code

ATlanta, GA 30326

- 7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
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-

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-

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or

Employer identification number

5	8	-	0	8	2	7	9	4	5
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person
------------------	---------------------------------

Date _____

05/03/2024

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the “LLC” box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**


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

Instructions

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

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

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

 <hr/> Authorized Signature	Gary Whittle Project Management Director <hr/> Printed Name & Title	5/5/2024 <hr/> Date
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PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management

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

Instructions for submitting additional pages if necessary:

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

G.1. Insurance Certificate-if applicable

Submit an Insurance Certificate from Vendor's insurance carrier.

Vendor is insured by: Bartlett & Company, Inc.

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

Is Vendor CMMC certified?

☐ Yes ☒ No

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

G.3. Bond Letter, if Required

☐ Yes ☒ No

If required, submit letter from bonding company.

G.4. Certifications, Awards and Business Licenses

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

a. ISO Certification

☒ Yes ☐ No

Vendor is certified by: IAF, ANAB, A-LIGN

Attachment(s)? ☒ Yes ☐ No

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

☒ Yes ☐ No

Type of certification/awarding agency: NCTRCA Certified WBE/MBE (via subconsultant)

Type of certification/awarding agency: Texas Certified HUB (via subconsultant)

Attachment(s)? ☒ Yes ☐ No

NOTE: Self-certified SBE vendor should submit documentation for proof qualification.

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

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

Distributors/Resellers must submit manufacturer's letters.

☐ Yes ☒ No



TURN&TO-01

MPERRI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2023

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

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

PRODUCER Bartlett & Company, Inc. 1601 Market Street Suite 2560 Philadelphia, PA 19103	CONTACT NAME: Melissa Perri	
	PHONE (A/C, No, Ext): (215) 546-9660	FAX (A/C, No): (215) 546-9665
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Northern Insurance Company	
	INSURER B: Federal Insurance Company	
INSURED Turner & Townsend Heery, LLC 3550 Lenox Road NE, Suite 2300 Atlanta, GA 30326	NAIC #	
	INSURER C: Pacific Indemnity Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			9950-62-05	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7351-72-37	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7979-93-92	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	7170-90-58	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 EVIDENCE OF COVERAGE IS HEREBY PROVIDED FOR INFORMATION PURPOSES ONLY.

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

G.4.a. ISO Certification

Turner & Townsend Heery’s parent company, CBRE, is ISO certified in multiple categories and in multiple regions/ countries. The ISO certification below is one of countless different certificates that are available upon request.



CBRE, Inc.
Certificate Number: ISMS-CB-122117.1

CERTIFICATE OF REGISTRATION

Information Security Management System
ISO/IEC 27001:2013

CBRE, Inc.

2375 North Glenville Drive, Building A 2237
Richardson, Texas 75082
United States

A-LIGN Compliance and Security, Inc. certifies that the organization operates an Information Security Management System that conforms to the requirements of ISO/IEC 27001:2013. The scope and boundaries of the ISMS is as follows:
The Information security governance and controls supporting the IT services and systems, service delivery, application development, and IT infrastructure support of CBRE in accordance with Statement of Applicability version 5.

Certificate Number	ISMS-CB-122117.1	Original Certification Date	December 21, 2017
Version	.1	Recertification Date	November 30, 2021
Statement of Applicability	Version 5.0 (April 7, 2021)	Expiry Date	November 30, 2024







Authorized by:

Petar Besalev
EVP of Cybersecurity and Compliance

This certificate is the property of A-LIGN Compliance and Security, Inc ("A-LIGN") and is bound by legally enforceable arrangements. This certificate relates to the organization's Information Security Management System and requirements of ISO/IEC 27001:2013 as defined by the scope and shall in no way imply that the organization's products, processes or services (in-scope or outside of the scope) are certified. The certificate number, certification body mark and accreditation mark shall not be used on products or used in conjunction with documents relating to the organization's products, processes or services. A-LIGN shall take action to deal with incorrect or misleading use of the certificate, certification status or marks. This certification can be validated by contacting A-LIGN.

400 N Ashley Drive, Suite 1325, Tampa, Florida, 33602 (888) 702-5446 A-LIGN.com

G.4.b. Certifications for HUB, MWBE, VOSB, SBE, etc.

The following proof of certifications are being provided for our subconsultant, Olivier, Inc.



Women Business Enterprise (WBE)
Olivier, Inc

Olivier, Inc

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 531120: BUILDING, NONRESIDENTIAL (EXCEPT MINIWAREHOUSE), RENTAL OR LEASING
NAICS 531312: NONRESIDENTIAL PROPERTY MANAGERS
NAICS 532420: OFFICE MACHINERY AND EQUIPMENT RENTAL AND LEASING
NAICS 541211: CERTIFIED ACCOUNTANTS' OFFICES
NAICS 541219: OTHER ACCOUNTING SERVICES
NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES
NAICS 541820: PUBLIC RELATIONS SERVICES
NAICS 561110: OFFICE MANAGEMENT SERVICES
NAICS 561210: FACILITIES SUPPORT SERVICES

This Certification commences September 1, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2024
Issued Date: September 1, 2022
CERTIFICATION NO. BFWB14469N0924

Certification Administrator

G.4.b. Certifications for HUB, MWBE, VOSB, SBE, etc.

The following proof of certifications are being provided for our subconsultant, Olivier, Inc.



Minority Business Enterprise (MBE)
Olivier, Inc

Olivier, Inc

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 531120: BUILDING, NONRESIDENTIAL (EXCEPT MINIWAREHOUSE), RENTAL OR LEASING

NAICS 531312: NONRESIDENTIAL PROPERTY MANAGERS

NAICS 532420: OFFICE MACHINERY AND EQUIPMENT RENTAL AND LEASING

NAICS 541211: CERTIFIED ACCOUNTANTS' OFFICES

NAICS 541219: OTHER ACCOUNTING SERVICES

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

NAICS 541820: PUBLIC RELATIONS SERVICES

NAICS 561110: OFFICE MANAGEMENT SERVICES

NAICS 561210: FACILITIES SUPPORT SERVICES

This Certification commences September 1, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2024

Issued Date: September 1, 2022

CERTIFICATION NO. BFMB46875N0924

A handwritten signature in black ink, appearing to read 'Shannon', is written over a horizontal line.

Certification Administrator

G.4.b. Certifications for HUB, MWBE, VOSB, SBE, etc.

The following proof of certifications are being provided for our subconsultant, PMG.

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1800117812000 / 00659
Vendor Name	PMG Project Management Group, LLC
Vendor Address	7040 Empire Central Dr. Houston, TX 77040-7607 USA
County	HARRIS
Contact	Vladimir Naranjo
Phone/Fax	281-802-0746 / 713-880-5186
Email Address	vladimirnaranjo@pmgunited.com
Website	http://www.pmgunited.com
Business Description	Project Management Services & Business Support Services (Except Accounting Services and Auditing)/Energy Efficiency Inspections(Home) (Home Rater Services)/Construction Mgmt. & Underground Utility Construction
Business Category	<u>Heavy Construction Other Than Building Construction (01)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Inactive (F -Deleted for non-payment of annual fee)</u>
Date Removed From CMBL	23-FEB-2018
HUB Status	<u>Active Bidder (A-Approved; Active Texas certified HUB)</u>
HUB Expires	31-DEC-2026
HUB Eligibility	<u>HI (Hispanic American)</u>
HUB Gender	<u>M</u>
	Commodity items shown above are available for district(s) 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25

G.4.c. List environmental, social or industry standards awards or recognition Vendor has received

Since its founding, Turner & Townsend Heery has been recognized through more than 360+ commendations for our quality of work in architecture, engineering, energy design, construction program management, graphic design, and general contributions to the profession. The American Institute of Architects, The American Society of Interior Designers, professional engineering societies, client industry groups and national professional publications continue to recognize us as an industry leader.

A Selection of Recent Awards & Honors

2023 CMAA Houston Project Excellence Award - Value of \$25-100 Million

Humble Independent School District - Kingwood Middle School

2023 CMAA Houston Project Excellence Award - Value of Greater Than 100 Million

Houston Independent School District - Bellaire High School

2023 Engineering News-Record (ENR) - Best Project Award, Texas & Louisiana Region

Houston Independent School District - Bellaire High School

2023 Houston Business Journal Landmark Award in Education Finalists

College of the Mainland - Industrial Careers Building | Houston Independent School District - Bellaire High School

2022 CMAA Houston Project Excellence Award - Building Construction Value of \$25-100 Million

College of the Mainland - STEAM / Allied Health Building

2022 CMAA Houston Project Excellence Award - Building Construction Value of \$25-100 Million

Houston Independent School District - Barbara Jordan Career Center

2022 CMAA Houston Project Excellence Award - Building Construction Value Greater than \$100 Million

Houston Independent School District - Lamar High School

2022 American Institute of Technology - Award of Excellence

Fulton County Library System - Central Library

2022 American Institute of Technology Citation Award

Fulton County Library System - Hapeville Library

2022 Atlanta Urban Design Commission Award of Excellence

Fulton County Lewis R. Slaton Courthouse Renovation

2022 Portland Business Journal Transformer Award

Kellogg Middle School Remodel

2022 American Society of Interior Designers GA Design Excellence Bronze Award - Singular Space

Delta Sky Club A - Centerpoint

2022 American Society of Interior Designers GA Design Excellence Bronze Award - Institutional

West Virginia University Football Operations Center

2021 Associated General Contractors of America (AGC) Build Georgia Awards 1st Place Winner

Hartsfield Jackson Atlanta International Airport - Passenger Screening Checkpoint Expansion

2021 CMAA South Atlantic Chapter Project Achievement Award

Atlanta-Fulton County Library System Capital Improvement Program Phase II

2020 CMAA Gulf Coast Chapter Project Achievement Award

Orleans Parish School District - Ben Franklin Elementary School

G.4.c. List environmental, social or industry standards awards or recognition Vendor has received

A Selection of Recent Awards & Honors

2020 American School & University Outstanding Design Award

North Clackamas School District - Beatrice Morrow Cannady Elementary

2020 ENR Northwest Region K-12 Education Award of Merit

Grant High School Modernization

Learn by Design 2020 Outstanding School - Combined Level Project

Houston Independent School District - Wharton Dual Language Academy

2020 ENR Northwest Region K-12 Education Best Project Award

Lincoln High School Modernization

2019 CMAA New England Chapter Project Achievement Award

New Beverly Middle School

2019 American Society of Interior Designers - Georgia Chapter Design Excellence Award

Georgia Institute of Technology - Locker Room Renovation

2019 American Society of Interior Designers Gold Award - Product/Custom and Institutional Design

Georgia Institute of Technology - Locker Room Renovation

2019 American Council of Engineering Companies (ACEC) Grand Conceptor Award

Washington State Department of Transportation (WSDOT) Alaskan Way Viaduct Replacement Program

Tilt-up Concrete Association 2019 Outstanding Example of Tilt-up Concrete Construction

Houston Independent School District - Charles H. Milby High School

2019 Caudill Award, the Highest Honor Given in the Annual Exhibit of School Architecture Competition

Milby High School

2019 U.S. Airforce Design Awards Ceremony Honor Award - Facility Design

Seymour Johnson Air Force Base Medical Clinic Replacement

2018 Preservation Houston Good Brick Award

Milby High School

2018 Learning By Design, Outstanding Project

Milby High School

Houston Business Journal's 2018 Landmark Educational Project of the Year

Houston Community College's Coleman Campus

2018 K-12 Education Award of Merit - ENR Magazine

DeBakey High School for Health Professions

2018 CMAA South Atlantic Chapter Project Achievement Award

Atlanta-Fulton County Public Library System Capital Improvement Program Phase I

Houston Business Journal's 2018 Landmark Educational Project of the Year

Houston Community College's Coleman Campus

2018 ENR Mountain States Best Project Award

Vail Valley Medical Center

G.4.c. List environmental, social or industry standards awards or recognition Vendor has received

A Selection of Recent Awards & Honors

2017 CMAA South Atlantic Chapter Project Achievement Award - Renovation/Modernization

Auburn Avenue Research Library on African American Culture and History

2017 Learning By Design, Citation of Excellence Award

Mandarin Immersion Magnet School | Ross Shaw Sterling Aviation High School

2017 Association of Energy Engineers Region II Energy Project of the Year

Georgia World Congress Center

2017 Caudill Award, the Highest Honor Given in the Annual Exhibit of School Architecture Competition

Condit Elementary School

2017 International Interior Design Association (IIDA) Won “Best in City Center” Award

Condit Elementary School

2017 Golden Trowel Excellence Award

Condit Elementary School

A Selection of LEED Educational Projects - Last 7 Years

Educational Facility Name	Program Budget	LEED Status
Stephen F. Austin High School	\$80,940,679	Certified - Silver
Bellaire High School	\$146,862,246	Submitted - Silver
Mirabeau B. Lamar High School	\$129,227,388	Certified - Silver
James Madison High School	\$93,929,118	Certified - Silver
Charles B. Milby High School	\$82,217,083	Certified - Silver
Sterling Aviation High School	\$72,304,000	Certified - Silver
DeBakey High School for Health Professions	\$67,094,806	Certified - Silver
Condit Elementary School	\$23,316,401	Certified - Silver
Wharton Dual Language Academy K-8	\$39,364,593	Certified - Silver
Mandarin Immersion Magnet School	\$35,771,583	Certified - Silver
Young Women's College Preparatory Academy	\$31,168,189	Certified - Silver
Energy Institute High School	\$42,000,000	Certified - Silver
Coleman College Health Science Tower - HCC	\$115,700,000	Certified - Silver
Student Center & Workforce Building - HCC's Southeast College	\$30,800,000	Certified - Silver
Felix Fraga Building - HCC's Southeast College	\$15,400,000	Certified - Silver
Total	\$1,006,096,086	

G.4.d. Provide a list of states and territories where Vendor is currently licensed.

Turner & Townsend Heery holds professional licenses in the following states and territories:

- | | | |
|------------------------|------------------|------------------|
| — California | — Iowa | — South Carolina |
| — Connecticut | — Maryland | — Tennessee |
| — District of Columbia | — Montana | — Texas |
| — Florida | — Nevada | — Virginia |
| — Georgia | — North Carolina | — Washington |
| — Idaho | — Oregon | — West Virginia |

Our Combined Presence

Turner & Townsend + Turner & Townsend Heery



**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

**FORM H
VENDOR QUESTIONNAIRE—REQUIRED**

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

1. Company information.

a. Company legal name, as it appears on Form A and on the contract:
Turner & Townsend Heery, LLC

b. Corporate address: street/city/state/zip code:
3550 Lenox Road NE | Suite 2300 | Atlanta, GA 30326

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

Website URL: www.heery.com

c. Dun & Bradstreet number and rating: 04-581-1809; Rating: 1R4

AND/OR Company's Unique Entity Identifier (UEI) issued by GSA for organizations doing business with the Federal government (used on SAM.gov): HYNQLKMNHKM6

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

Vendor agrees: ☐ Yes ☐ No

d. Federal tax identification (EIN) number: 58-0827945
EIN Must match company legal name in #1.a

e. Brief description Vendor's products and/or services: Professional Services, Owner's Rep, Project/Program Management, Construction Management

f. Years company has been in this business activity: 72

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

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

g. Number of full-time employees: 1,610 - Turner & Townsend USA | 369 - Turner & Townsend Heery

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

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Authorized distributor * | <input type="checkbox"/> Certified education/government reseller * |

PURCHASING COOPERATIVE OF AMERICA
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☐ Value-add reseller * ☒ Other: Professional Services

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

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

USMCA

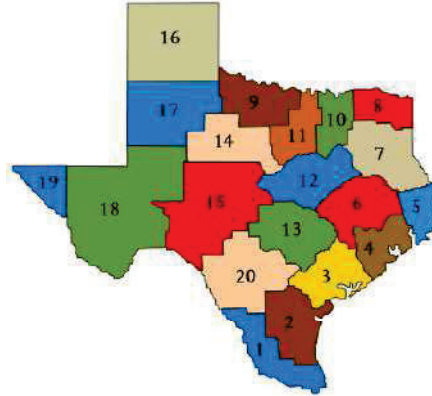
- | | |
|---------------------------------|---------------------------------|
| <input type="checkbox"/> Canada | <input type="checkbox"/> Mexico |
|---------------------------------|---------------------------------|

Texas Education Service Center Area Map (see below)

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

**PURCHASING COOPERATIVE OF AMERICA
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Texas Education Service Center Area Map



Special Noticing Requirements of Other States

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

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

☐ Check here if Vendor prefers to supply 3 current letters of reference from public sector customers on letterhead including contact information. Attach the list.

PCA reserves the right to check the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

(1) Reference 1

Contact Name: Andreas Peebles, Officer Construction Services

Company: Houston Independent School District

Address: 3200 Center Street | Houston, TX 77007

Phone numbers: 770.865.5346

Email: Andreas.Peebles@houstonisd.org

(2) Reference 2

Contact Name: Kim Dingell, Bond Manager

Company: Friendswood Independent School District

Address: 302 Laurel Drive | Friendswood, TX 77546

Phone numbers: 281.482.1267

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

Email: kdingell@fisdk12.net

(3) Reference 3

Contact Name: Todd Fouche, Deputy Superintendent of Business & Operations

Company: Frisco Independent School District

Address: 5515 Ohio Drive | Frisco, TX 75035

Phone number: 469.633.4600

Email: FoucheT@friscoisd.org

5. Corporate Resources and Commitment.

CONSTRUCTION-TYPE PROJECTS ONLY/JOC

If Not Applicable, initial here _____

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

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

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

6. Cooperative contracts currently held by Vendor.

☐ Check here, if none.

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

Turner & Townsend Heery's only cooperative contract is with the Purchasing Cooperative of America.

7. Company Contact Information.

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

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

Name: Gary Whittle **Title:** Project Management Director

Address if different than Corporate: 10777 Westheimer Rd, Suite 1160

City/State/Zip: Houston, TX 77042

**PURCHASING COOPERATIVE OF AMERICA
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Office Phone: 832.409.4041 Cell: 832.409.4041
E-mail: Gary.Whittle@turntown.com

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

Name: Gary Whittle Title: Project Management Director
Address if different than Corporate: 10777 Westheimer Rd, Suite 1160
City/State/Zip: Houston, TX 77042
Office Phone: 832.409.4041 Cell: 832.409.4041
E-mail: Gary.Whittle@turntown.com

- Provide the name of the person responsible for:
 - Acting as liaison/contact with Purchasing Cooperative of America
 - Receiving the award packet, including:
 - information for the Administrative Support Contact
 - PCA Handouts and conference table tents for the SALES AND MARKETING CONTACT
 - Distributing the content throughout the Company, as necessary.

Name: Gary Whittle Title: Project Management Director
Address if different than Corporate: 10777 Westheimer Rd, Suite 1160
City/State/Zip: Houston, TX 77042
Office Phone: 832.409.4041 Cell: 832.409.4041
E-mail: Gary.Whittle@turntown.com

8. **Vendor orientation.**

If awarded a contract, Vendor would participate in an orientation session. ☒ Yes ☐ No
The orientation includes an introduction to PCA and cooperative contracting, answering questions about monthly reporting information, and marketing and sales as well as reporting.

Contact Name/Title: Gary Whittle | Project Management Director

Contact Phone and Email: 832.409.4041 | Gary.Whittle@turntown.com

9. **Your feedback will be very much appreciated:**

- How did you hear about PCA: Prior Contract
- How did you hear about this solicitation: Prior Contract Renewal
- Ease of understanding instructions for response: Very Easy
- Amount of time it took to prepare a response: Two weeks
- Would you like to be contacted by PCA? Yes

Contact name and information: Gary Whittle | 832.409.4041 | Gary.Whittle@turntown.com

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

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

**FORM I
VENDOR 'VALUE ADD' PRODUCTS AND SERVICES**

If Not Applicable, initial here _____

Describe 'Value Add' items Vendor can provide to PCA Members. Include specifications for each product/service listed and provide pricing in SECTION 6.

Failure to include description and pricing may result in 'Value Add' items not being considered for or included in a contract award.

'Value Add' components may include:

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

Line-item Pricing ☐ or included in SECTION 6 Price List ☒

V.A. PRODUCT OR SERVICE	DESCRIPTION OR SPECIFICATIONS	PRICE
MWBE / SBE Initiatives	Please see Tab 5	Tab 6
Tools & Technology	Please see Tab 5	Tab 6
Post-Construction Audit	Please see Tab 5	Tab 6
Facility Condition Assessment	Please see Tab 5	Tab 6
Sustainability	Please see Tab 5	Tab 6
Commissioning	Please see Tab 5	Tab 6
Activation Services	Please see Tab 5	Tab 6
Strategic Sourcing	Please see Tab 5	Tab 6
5 Additional Services	Please see Tab 5	Tab 6

Please see pages that follow Tab 5 forms for full description of all value-add services and the pages that follow Tab 6 forms for pricing



Thank You!

FOR MORE INFORMATION:

Gary Whittle, CCM, MBA, LEED AP

Project Management Director | Turner & Townsend Heery

832.409.4041

Gary.Whittle@turntown.com

Program Management



Purchasing Cooperative of America

RFQ OD-409-24 Construction Management Projects





↑ Bellaire High School | Houston ISD

05.

Scope & Specifications



Turner & Townsend
Heery

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

SECTION 5-SCOPE AND SPECIFICATIONS

SCOPE

It is the intent of Awarding Agency/Purchasing Cooperative of America (PCA) to establish a contract with one or more vendors to furnish and/or deliver Request for Qualifications (RFQ) for Construction Management for PCA Members, present and future. Products and services may include, but are not limited to, provide professional management and construction services to be available to PCA members. The company will provide construction management during the design and the construction phase of projects that PCA members have. Vendors are requested to offer the total line of available products and services that are commonly purchased by government agencies.

PCA is utilizing the Request for Qualifications (RFQ) method for this procurement pursuant to Texas Local Government Code, Sections 271 and Texas Government Sections 791, 2269 and 2254.

The review of this RFQ is a multi-step process. The first step is aimed at identifying one or more qualified vendors. Submitted qualifications will be reviewed by the Evaluation Committee, who may select a short list of the most qualified respondents based on demonstrated competence and qualifications and the selection criteria described in the RFQ. In the second step, the sample pricing that is submitted in the response from the qualified vendors will then be opened and final pricing may be negotiated between the awarded Vendor, PCA, and the Member utilizing the contract. The highest rated quotation(s) by the committee may be invited to make an oral presentation of their written quotation to the Committee.

If awarded, specific project requirements and specifications must meet the requirements of the PCA Member.

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

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

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

Information within the RFQ response will enable the evaluation committee to determine qualified Vendors that can provide PCA Members with best value for the requested products and services. Vendor shall, at the request of any Member institution, perform covered services under the terms of this agreement.

PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management

RFQ Process

PCA is utilizing the Request for Qualifications (RFQ) method for this procurement. The review of this RFQ is a multi-step process.

The first step is aimed at identifying one or more qualified vendors. Submitted qualifications; will be reviewed by the Evaluation Committee, who may select a short-list of the most qualified respondents based on demonstrated competence and qualifications and the selection criteria described in the RFQ.

In the second step, the sample pricing that is submitted in the response from the qualified vendors will then be opened and final pricing may be negotiated between the awarded Vendor and PCA. The highest rated quotation(s) received by the evaluation committee may be invited to make an oral presentation of their written quotation to the Committee. The section and final negotiated cost of services is the Member’s decision.

Types of products for the scope of this RFQ include, but are not limited to:

- Construction Management

NIGP Codes Include, but are not limited to:

- 909 Building Construction Services, including Maintenance and Repair
- 909.24 Building Construction Services, Commercial and Institutional
- 909.27 Building Construction Services, Educational
- 909.33 Building Construction Services, Monitoring Services
- 909.63 Building Construction Services, Maintenance and Repair, Commercial and Institutional Buildings
- 909.66 Building Construction Services, Maintenance and Repair, Educational Building
- 909.84 Thermal and Moisture Protection Services
- 910 Building Maintenance, Installation and Repair Services
- 912 Construction Services, General, including Maintenance and Repair Services
- 913 Construction Services, Heavy, including Maintenance and Repair
- 914.84 Trade Services, Construction (not otherwise classified)
- 958 Management Services
- 958.15 Building Management Services
- 958.16 Business Management Services
- 958.25 Conservation/Resource Management Services
- 958.26 Construction Management Services
- 958.63 Janitorial Management Services
- 958.68 Support Service Management Services
- 958.77 Project Management Services

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

- 958 Management Services
- 958.26 Construction Management Services
- 958.77 Project Management Services

**PURCHASING COOPERATIVE OF AMERICA
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SPECIFICATIONS

Compliance with Laws

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

Provide Description of Products and Services Offered

Vendors are requested to offer their full line of available services that are commonly purchased by public sector entities. Vendors are encouraged to offer any service that they currently perform in their normal course of business.

Describe service(s) the Vendor is proposing to provide PCA Members. Provide a matrix that will allow PCA to readily appraise the Vendor's products and/or services offering versus other Vendors, if available.

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

Vendor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to provide xxx for xxx for purchase, rental, or service.

The objective of this Request for Qualifications (RFQ) is for PCA to select a Construction Management (CM) firm (herein referred to as "Construction Manager", Proposer or "CM") to provide professional management and construction services to be available to PCA members. The company will provide construction management during the design and the construction phase of projects that PCA members have. The company will provide construction management / construction program during the design and the construction phase of projects that PCA members have.

Generally, the Construction Manager will be a member of the Member's Project Team consisting of representatives from the member agency, the Architect/Engineer, and other consultants as required. Generally, it will be the responsibility of the Construction Manager to integrate the design and construction phases, utilizing his skill and knowledge of general contracting to develop construction schedules; initial/critical path analysis; developing project construction estimates; aid in standardization and long term operations and maintenance savings for building maintenance; study labor conditions, and, in any other way deemed necessary, contribute to the development of the project during the pre-construction/design phase. During the construction phase, the CM will be responsible for project oversight of the project under one or more purchase order(s) inclusive of all construction services therein. Upon selection of the Construction Management firm and awarded by Awarding Agency, the vendor will be responsible for marketing their services to existing and new members. This quotation requires the company to submit their qualifications, resumes, prior work examples, certificates, and pricing. All submittals will be evaluated based on qualifications first and price secondarily.

Vendor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to provide Construction Management for Construction Programs for purchase, rental, or service. Describe products/services Vendor is proposing to provide to PCA Members. Provide a matrix and flow chart that will allow the evaluation committee to readily appraise the respondent's offerings.

PURCHASING COOPERATIVE OF AMERICA
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Multiple options may be presented to meet the requirements of individual PCA Members. It is preferred that if financing options are presented, at least one funding option being presented by the Vendor and be a unique financial package that assumes the risk and requires no guarantee that would normally be required. If funding options are also being offered for energy conservation that requires title transfer where risk is totally assumed or partially assumed by the requesting agency, the Vendor will have to comply with that state's statutes regarding with any recognized performance guarantees for the program. State the total program capabilities for each option presented as part of pricing listing the associated risk to PCA Member, the terms, the warranty, and any operation and maintenance offered with the program. For each package offered, show how your firm will assume risk for the PCA Member with your program and financial package.

The quotation requires the company to submit their qualifications, resumes, prior work examples, certifications, and pricing. All submittals will be evaluated based on qualifications first and price secondarily.

Multiple options may be presented to meet the requirements of individual PCA Members. It is preferred that if financing options are presented, at least one funding option being presented by the Vendor and be a unique financial package that assumes the risk and requires no guarantee that would normally be required.

If funding options are also being offered for energy conservation that requires title transfer where risk is totally assumed or partially assumed by the requesting agency, the Vendor will have to comply with that state's statutes regarding with any recognized performance guarantees for the program.

State the total program capabilities for each option presented as part of pricing listing the associated risk to PCA Members, the terms, the warranty, and any operation and maintenance offered with the program.

For each package offered, show how your firm will assume risk for the PCA Member with your program and financial package.

In association with services, Vendor shall prepare notifications, certifications or any other documents that are required by applicable laws and shall also distribute and retain in its records copies of all such documents as required by applicable laws.

Some individual products may be applicable under Texas Government Code 2267 as a Public and Private Partnership. This contract will allow the assigned contractor the tax benefits under U.S. Code Title 26, Internal Revenue Code 179D, extended under the bi-partisan budget act of 2018 entitled, "179D Deduction".

Please note that at the request of the PCA Member, PCA will work with the awarded firm(s) in the procurement of qualified firms for renovation (JOC able projects) for large bond projects to enhance the schedule, if requested by the PCA Member.

Detail any and all skills, knowledge, capacities, capabilities, experience, financial stability, available human and physical resources, historical background, past and present performance, and licenses to perform and do business with PCA Members.

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

- Confirm that the proposed products/services meet or exceed the specifications detailed in the solicitation and the proposed pricing complies with state and local requirements.
- Briefly describe Vendor's variety of products, programs and services Vendor is offering to PCA Members through this solicitation.
- The Vendor shall provide training on equipment operation and servicing to the PCA Member.
- The Vendor shall show their ability to provide Job Order Contracting (JOC) Program Management and Estimating services for building rehabilitation and renovation where applicable.

Description of Products and/or Services and other Options

Description of Experience

Provide the following information under this heading:

- Show a minimum of two (2) years' experience in the required capabilities requested under this solicitation, may be subcontract with other firms to fulfill requirements for those areas being sought.
- Provide Vendor's capabilities (as applicable) for each of the areas being sought.

Note: Experience can include capabilities and experience of officers of company (corporation) to satisfy the minimum.

Bonding Requirements, if Applicable

Vendor must describe its bonding capacity and Vendor's maximum level of bonds that it may obtain at any one time. Vendor must submit a letter from a surety company that is licensed to do business in the State of Texas attesting to its willingness to bond. Companies should provide documentation (letters) for their maximum use under this contract. Vendor shall submit a letter from a Texas registered bonding (surety) company. It is recommended that it contain the maximum capacity per project and in aggregate. Vendors may need to provide additional capacity as Job Orders increase. Please list the bond rate. The actual cost of the bond will be a pass-through to the PCA Member and added to the Purchase Order. All bonds must be reconciled at the end of the project.

'Value Add'

PCA encourages Vendor to offer all 'Value Add' products/services that are adjunct to this solicitation. These services may include, but are not limited to:

- Providing expert advice/consultation.
- Packaging complementary products and services, purchasing levels and a series of added benefits that are significant in value and are, themselves, a whole lot more valuable than simply the product is by itself.
- Service levels to differentiate yourself not only by providing a higher level of service but by adding different levels of service based upon someone's size, frequency or amount of purchase. For example, you may want to have gold or platinum or silver levels of service that people qualify for, are willing to pay for, and receive when they do business with you.
- Frequent buyer programs.
- Transition and education teams to help them to be better able to utilize the products or services that you sell them.

**PURCHASING COOPERATIVE OF AMERICA
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- Recognition and reward levels to clients or customers based upon their ability to utilize your product/service, maximize its potential, buy certain levels from you, etc.
- Training.
- Dedicated personnel to handle your customer's accounts personally.
- Free or reduced-price delivery and/or set up charges.
- Related components or parts or services.
- Products/services that are adjunct to the contract.
- Pricing for all Value Add products and services must be provided in Section 6 (Pricing), or it will be excluded from contract award.

VENDOR RESPONSE – SCOPE & SPECIFICATIONS

NOTE: Respond with the requested information. Instructions are in red.

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

Please see pages that follow Tab 5 forms for Turner & Townsend Heery's response.

**PURCHASING COOPERATIVE OF AMERICA
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4. **Marketing Plan. Required.** Show how Vendor plans to use the PCA contract to market its products/services. It could include sample handouts/flyers, lunch and learn programs, and conferences. [Please see pages that follow Tab 5 forms for Turner & Townsend Heery's response.](#)
5. **Training Program.** **If Not Applicable, initial here** GW
Describe program for training for PCA Member on equipment and operation, if applicable. Cost should be included in SECTION 6. [Please see pages that follow Tab 5 forms for Turner & Townsend Heery's response.](#)
6. **'Value Add' Products and Services.** **If Not Applicable, initial here** ____
Describe 'Value Add' items Vendor can provide to PCA Members. Include specifications for each product/service listed and provide pricing in SECTION 6. Failure to include description and pricing may result in 'Value Add' items not being considered for or included in a contract award. [Please see pages that follow Tab 5 forms for Turner & Townsend Heery's response.](#)
7. **Detail Vendor Freight, Delivery, Inspection & Acceptance Policy and Capabilities.** **If Not Applicable, initial here** GW
All deliveries requiring Inspection and Acceptance shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery and shall be included in Vendor pricing unless otherwise clearly stated in writing in Vendor's quotation to PCA Member. Deliveries shall be made during PCA Member's business hours. [Please see pages that follow Tab 5 forms for Turner & Townsend Heery's response.](#)

Delivery

NOTES: PCA suggests (DOES NOT REQUIRE) free delivery. **Charging for delivery is not an exception to this contract.** Detail Vendor delivery practices/charges.

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

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

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

Products delivered in accordance with this Contract and terms agreed upon by the vendor and Member may be NEW or USED. If defective or incorrect products are delivered, Awarded Contractor shall make all reasonable effort to accommodate returns or exchanges in accordance with terms agreed upon.

1a. Provide a brief company history and organizational summary.

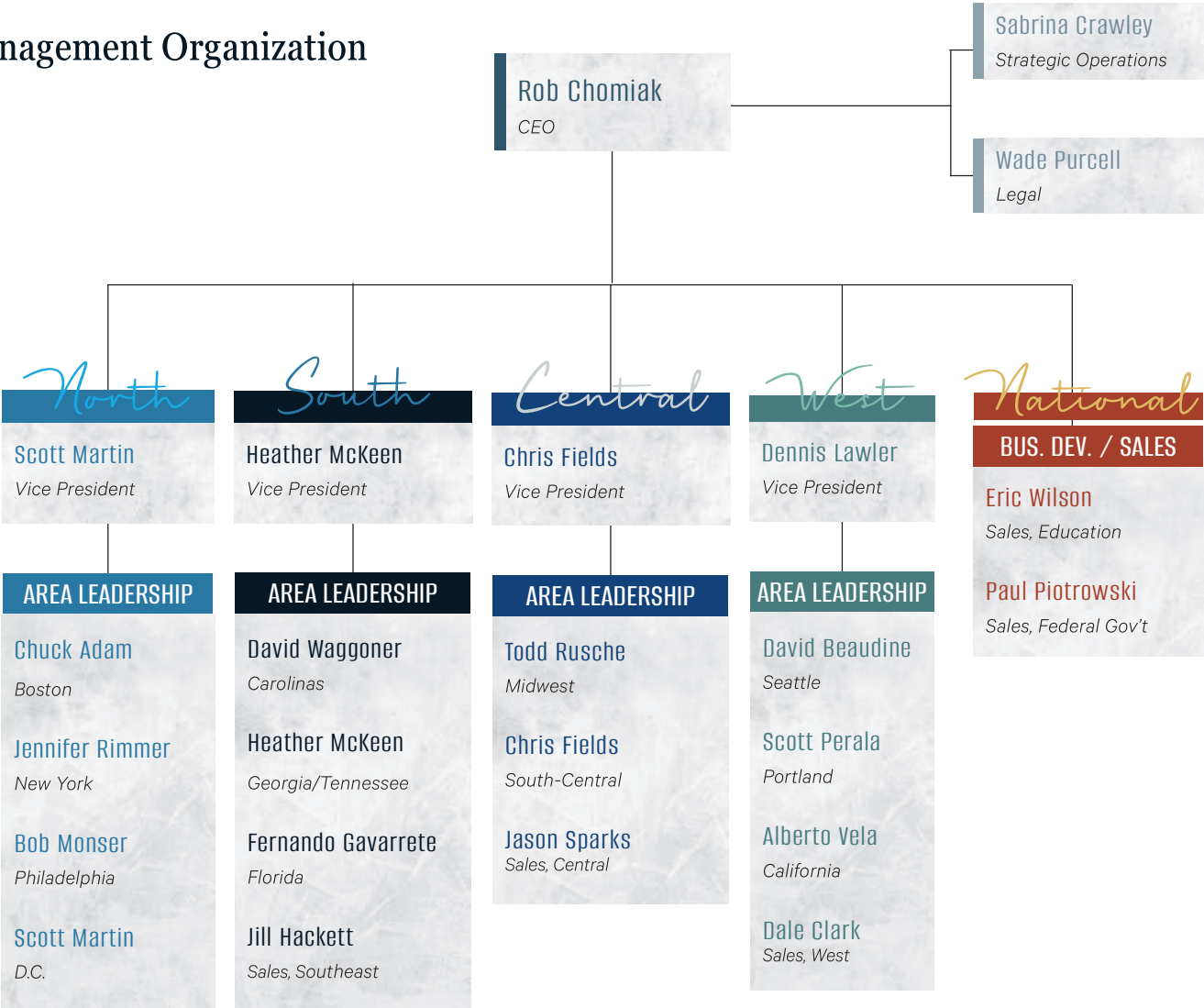
Firm Overview

Turner & Townsend Heery, formerly known as Heery International, Inc., was founded in 1952. Turner & Townsend Heery is a full-service program and construction management firm with approximately 400 employees located in offices throughout the United States. As a pioneering developer of construction program management, we are recognized for a number of innovations in program management such as cost estimating and analysis, scheduling and claims analysis. Today, our program managers are helping Clients successfully deliver a client’s vision by creating truly integrated project teams. Turner & Townsend Heery delivers consulting and client representation through all phases of design and construction on more than \$10 billion in contracted work annually, primarily on educational projects and programs.

Our History & Organizational Structure

In 2017, Heery International, Inc., was acquired by CBRE, the world’s largest commercial real estate services and investment firm. In November 2021, CBRE acquired controlling ownership interest in Turner & Townsend, forming a strategic partnership between the firms. Now operating as Turner & Townsend Heery, we maintain the same local project teams, professional staff, and leadership, but with the support of the largest Project and Program Management firm in the world and a Fortune 500 real estate services firm. Combined, our firm has access to over 10,000 project management personnel in the United States.

Management Organization



- 1b. Include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of projects under a PCA contract.

Team Biographies



Christopher Fields, CCM, MBA

Vice President - Central Region

Chris has completed more than \$6 billion in educational projects and facilities throughout Texas. He is a results-focused executive leader and MBA with 21 years of relevant experience driving the performance, service quality, efficiency, and profitability of multi-billion dollar educational bond programs. Chris is a Certified Construction Manager (CCM), with an exceptional record of delivering large-scale projects on time, on budget, and to exacting client specifications.



Gary Whittle, CCM, MBA, LEED AP

Project Management Director

Gary has managed more than \$3 billion in K-12 and higher educational facilities throughout Texas. Gary is a client-focused and performance-driven organizational leader with over 23 years of experience in commercial construction, development, owner's representation, and program management. Gary's breadth of experience has taken him from the field to the office, contractor to owner, completing multiple project types ranging from high-end corporate fit-out, hospitality, mission-critical, and healthcare facilities, to publicly funded K-12 and higher education projects.



Allison Baker, CMIT

Project Management Director

Allison's communications and public relations experience has led her to work alongside school districts, economic development organizations, non-profits, governmental agencies at all levels, and private businesses of all sizes. She proactively engages her Clients and her team to manage messaging, public engagement, and communications. As a CMIT, she also understands Project Management, allowing her to serve her team and her client both on-site and in a public-facing capacity. She listens to her Clients and will be on call to ensure a seamless communication process.



Raquel Olivier, CPA, MBA

President - Olivier, Inc.

Raquel serves as President of Olivier, Inc. She has over 20 years of experience in accounting, forensic accounting, auditing, and construction cost analysis and forecasting for public and private sectors. Ms. Olivier has assembled and managed teams to support program management, construction management, and engineering projects throughout all phases of the project life cycle: providing cost controls, document controls, logistics management, office management, contract administration, field accounting, contract compliance, and public involvement.

- 1b. Include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of projects under a PCA contract.

Team Biographies



Rob Chomiak, PE, LEED AP BD+C
CEO

Rob Chomiak is Turner & Townsend Heery's Chief Executive Officer, responsible for the development of the firm's leadership role in integrated service delivery and the continuing evolution of its pioneering methodology to control the time and cost of construction. Mr. Chomiak has established leading edge management information control systems for projects throughout his career, constantly incorporating new technologies and leveraging them to provide Clients with the information they need to make informed decisions.



Scott Martin, CCM, LEED AP
Vice President - Northeast Region

Mr. Martin has over 30 years of progressive experience in design, project management and program management. He has served as intern architect, project architect, assistant project manager, project manager, senior project manager, project director and project executive on a range of large, complex construction programs totaling over 6.5 million SF and \$2.6 billion for multiple project types, including healthcare, financial, governmental and commercial uses. He currently leads the Mid-Atlantic office of Turner & Townsend Heery with responsibility for Maryland, DC and Virginia.



Heather McKeen, LEED AP
Vice President - Southeast Region

Heather has 27 years of experience as a program manager, project manager, general contractor, construction manager, and owner on a variety of projects for the public and private sector. Her portfolio includes local government facilities, cultural facilities, office space, public meeting spaces, auditoriums, dining service, laboratories, telecommunication facilities, infrastructure programs, interior renovations, entertainment facilities, and more.



Dennis Lawler, MBA
Vice President - West Region

Dennis Lawler is the Vice President for the Northwest Region at Turner & Townsend Heery. With a background in business and client development he works with regional staff to deliver high value services to Clients in various markets including education, healthcare, mission critical facilities, aviation and government facilities. Dennis also brings a strong understanding of the energy business having worked with Johnson Controls, providing Clients insights into high performance buildings.

- 1b.** Include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of projects under a PCA contract.

Team Biographies



David Waggoner, AIA, LEED AP BD+C, ALEP

Vice President - Carolinas

As a Vice President and national K-12 leader, David Waggoner assists in K-12 education work throughout the US. In addition, he continues to provide principal level services for numerous Clients throughout North and South Carolina. Mr. Waggoner has demonstrated exemplary management skills over the past 40 years, and has managed over \$19B of program value of school projects. His roles in management of multi-project school building programs have included Principal in Charge, Program Executive, and Program Manager.



David Beaudine, CCM, DBIA™ Associate

Vice President - Seattle

David has a broad range of construction experience, including K-12 public school facilities, historical renovation, commercial remodels and construction, higher education, aviation, and medical facilities. David has primarily served as an owner's representative throughout all project phases. He is also experienced in providing project oversight as a project director. David has been a resource to construction managers and owners by providing QA/QC in the delivery of services. He continually impresses his Clients with his attention to detail, can-do attitude and his straightforward recommendations.



Bob Monser, CCM, PE, LEED AP

Vice President - Philadelphia

Bob has been with Turner & Townsend Heery for 35 years. In his current role, he is in charge of service delivery in New Jersey, New York, Pennsylvania and Delaware. His vast experience includes a full range of project delivery from design to program management, asset/facilities management and design and construction management. His expertise touches on many industries and client types, providing an enhanced ability to manage under a wide range of conditions. He is well versed in working with federal and local government Clients as well as educational Clients.



Todd Rusche, PE

Project Management Director

Todd Rusche has over 25 years of experience in engineering, construction, real estate development and program management. He is the Project Management Director for Heery's Midwest region. Todd began his career practicing civil and structural engineering in Illinois, Arizona, California, and Washington. His work has included various hospital design projects and infrastructure work for Clients, including the Port of Seattle and Midway International Airport. He is a licensed professional civil engineer in Illinois and California. He is admitted to the Illinois bar and maintains active status as an attorney in Illinois, having practiced real estate and construction law in Chicago for several years. Todd has provided design and construction management for various developers and owners and has been instrumental in delivering nearly \$3 billion of capital assets.

- 1b. Include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of projects under a PCA contract.

Team Biographies



Jessica Killian, PE, PMP

Project Management Director

With 20-years of experience, Jessica has developed an in-depth knowledge of project design and construction practices and effective strategies to facilitate communication between the client and all team members. Jessica's project management experience ranges from the micro level of procurement, project status updates, weekly and monthly reporting, and invoice processing; to the macro level of program level budget and schedule management, design oversight, stakeholder reporting, and project team coordination.



Rusty Ober, PE

Project Management Director

Mr. Ober has more than 29 years of experience in program, project, and contract management in the federal government, higher education, and K-12 arenas. His experience includes numerous, multiple-project programs for a variety of federal agencies throughout the United States, including GSA, Customs and Border Protection, and the Naval Facilities Engineering Command. Mr. Ober leads various project teams for Turner & Townsend Heery and serves as the primary point of contact with our Clients' project executives and contracting officers.



Matt Crowe, CCP

Cost Estimator

With 23 years of experience in the A/E/C industry and 15 years of experience in cost estimating and cost analysis, Mr. Crowe is deadline-oriented, well organized and able to handle multiple tasks. His primary estimating focus is on structural, civil, and architectural disciplines at all phases of the design process. His experience includes diverse facility types, ranging from a variety of athletics projects, government buildings and facilities, schools, public works projects, aquariums, large-scale manufacturing and warehousing and multi-facility construction programs. He is also very adept at cost modeling and conceptual estimating at the initial stages of a project when detail is limited.



Chet Dlugokinski

Cost Estimator

Mr. Dlugokinski has over 30 years of experience in construction as a chief estimator, operations manager, project manager, and pre-construction manager for CM at-risk, general contractors, and design build firms. He has extensive knowledge of Timberline, PM Webb, 4clicks, OST, MC2, P3, Microsoft Project, and RS Means. Mr. Dlugokinski has bid and managed numerous IDIQ programs; governmental/federal sector projects, including hard bids and negotiated work; in the VA and Army Corp; at Hartsfield-Jackson Atlanta International Airport; and for healthcare, MATOC, Sabre and SATOC contracts. He has extensive experience working with architectural/engineering design teams on design build projects.

- 1c. Provide documentation of Vendor’s safety record in performing similar services, including safety violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

Safety Record

Turner & Townsend Heery has an excellent record safely delivering projects under our management. We have safety policies in place along with effective and regular communication about Environmental Safety and Health, supported by behavior-based safety and additional training.

In the past five (5) years, Turner & Townsend Heery has had no recordable incidents. As of 2024, our Experience Modification Rate (EMR) remains at 0.0.

- 1d. Performance Bond. If required.

Not Applicable.

- 2a. Discuss whether Vendor will be (1) offering products only; (2) offering products and services; or offering services only.

Turner & Townsend Heery will be offering PCA Members services only, the details of which are expanded on in the subsequent pages.

- 2b. Confirm that the products/services proposed meet the intent of the solicitation.

Turner & Townsend Heery confirms that the services we offer meet the intent of this solicitation.



2c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.

Products & Services

Turner & Townsend Heery’s role can vary from comprehensive project management to selective services from our extensive portfolio of skills, including:

- Architectural and Engineering
 - Structural Engineering
 - Mechanical, Electrical, & Plumbing (MEP) Engineering
 - Planning Design
 - Engineering Studies & Modeling
 - Project Management
 - Bidding Assistance
 - Post-Design Services
 - Landscape Design
 - Design Criteria
 - Cost Estimates
 - Construction Administration
 - Utility Coordination
 - Facility Programming
- Technical & Operation Planning
 - Construction Inspection Services
 - Civil Engineering
 - Schedules
 - Review of Shop Drawings
 - Cost Performance Monitoring
 - Surveys
 - Proposed Substitutions
 - Site Investigations
 - Sustainability
 - Contract Administration
 - Construction Management
 - Master Planning
 - Compliance Audits
- Value Engineering
 - Pay Requests
 - Pre-Design / Pre-Construction Activities
 - Fire Protection
 - FF&E Specifications
 - Change Orders
 - Interior Design
 - Consultative and Advisory Services
 - Design Documents
 - Commissioning
 - Civil Engineering
 - Claims Assistance
 - Coordination

Project Management

Turner & Townsend Heery implements project management services for Clients with unique facility requirements or programs with multiple sites or sites involving multiple buildings, each having its own unique needs. Turner & Townsend Heery’s project team, along with our technical services staff, analyzes the site and develops a complete facility improvement program tailored to meet specific modernization objectives.

The focus of project management is to serve as a seamless extension of our Clients’ staff, with expertise in all aspects of the capital project process. Turner & Townsend Heery will direct and coordinate the project team from feasibility and planning through project implementation and operation. Our project management services are available as a total project management services approach or in a staff augmentation model. The way our services are delivered depends on the goals and needs of the Client.

Project management emphasizes the quality requirements of our Clients and matches client needs to a menu of services designed to meet project expectations. The benefits of using project management for capital improvement projects are both strategic and economic. From conception through implementation, Turner & Townsend Heery offers single-source responsibility and cost-effective services tailored to meet your project requirements.

- 2c.** Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.

Construction Management

As a full-service project and program management company we offer a wide range of services, including project and construction management, program management, engineering, commissioning, and more. We are intentional in our approach to day-to-day project and construction management and want to provide the Client the best opportunity for a successful project. Turner & Townsend Heery's approach creates a balanced combination of attitude, experience, and a structured management staffing approach tailored to you.

Our project leadership and team will implement our 15 principles—our structured framework for delivering services. This is not a cookie-cutter approach. We customize our practices for each client.

The involvement and duties of the project leadership and team are ingrained in our 15 principles. We hold the design team accountable to achieve milestones deliverables; review design deliverables; provide on-going value engineering and constructability review of the drawings; coordinate user review of documents; coordinate subconsultants to perform necessary site testing (Geotech); coordinate necessary permitting; assist through bidding with contractor outreach; perform quality assurance with on-site construction inspections, community, and board presentations; and drive the project from substantial to final completion and acceptance.

15 Principles of Construction Management

- » Balance the program scope, budget, and schedule
- » Develop the management plan for the project/program
- » Select a design firm that is the right fit for the Client's project
- » Launch the project with a thorough project analysis and full team participation
- » Control design phase time by creating a design schedule and monitoring progress
- » Control construction cost during design by evaluating the in-progress design
- » Control the total costs, including life-cycle costs, during the in-progress design
- » Protect the owner's rights with balanced general conditions
- » Develop the right Management Information System and communication plan for the owner
- » Achieve the best construction price through management of the bid phase
- » Verify safety management of site with a safety plan
- » Control construction time through consistent on-site representation
- » Control construction cost through management of change orders and payments
- » Control construction quality with a Quality Assurance Plan
- » Control project close-out by expediting documents, training, and approvals

- 2c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.

Cost Control / Estimating

The purpose of our cost control system is to provide the management team a gauge of operating performance and the ability to analyze the project's status, developing a reference for sound and sensible decisions. Attention is focused on critical aspects of the projects, as the "system" forces periodic collection of data on a systematic basis. The estimating process plays a key part in controlling the project's cost which, in turn, is a component of the overall budget control. No one wants to be surprised on bid day, and our cost estimates are geared to provide an accurate interim step during the process so that crucial cost-effective decisions can be implemented. At each step, our project management team will meet with the design team and construction team (when selected) to discuss options and make critical decisions on the project.

Turner & Townsend Heery has an outstanding track record in performing estimates. **Our Estimators review and reconcile 100+ estimates each year, allowing our team the ability to use current and accurate market pricing data to perform project scope to budget analyses.** Over the past five years, we have estimated more than \$3 billion in K-12 facilities within Texas alone, with approximately one third of those projects consisting of renovations or restorations. Using this historical information, we provide our Clients with budgets they can rely on in their decision making.

Our 5 Guiding Principles that Keep Us Within Budget:



Move Management and Furniture, Fixtures & Equipment (FF&E)

We believe that move management and the coordination of the purchase of FF&E go hand in hand and are a vital part of every facility. Turner & Townsend Heery has the resources to provide these services, which would include:

- » Interior design and space planning assistance for each department or facility
- » Procurement and installation of the furniture for all facilities
- » Management and coordination of the physical moves for construction start and after construction completion
- » Development of a relocation manual and furniture standards program
- » Participation in design reviews
- » Management of the relocation teams
- » Development of master relocation schedule

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- 2c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.**
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Project Master Schedule

Our standard procedure is to prepare a Master Schedule to be used as a tool of management. The Master Schedule is used to coordinate all major aspects of the project and provide milestones for the review phase for the Architectural Selection, the Design Phase Schedule, the Early Award Schedule, and the Construction Schedule. The Master Schedule will be a dynamic, ever changing vehicle to allocate resources and judge performance at all project levels.

The Master Schedule is implemented at the onset of the planning phase and updated throughout the life of the project, as new and more reliable information becomes available. It is extremely beneficial to have an overall Master Schedule to coordinate individual segments and represent activities that may not be incorporated within separate schedules.

Our team has a great deal of experience in pre-construction planning and master scheduling. We prepare construction schedules prior to construction commencement, not only for planning purposes, but to include in the contract bidding documents. **In conjunction with our Clients, we determine all known critical dates and information on milestones. We analyze these dates, put them in a sequence and determine what activities are needed to lead up to and successfully achieve these milestones.**

The next step is to define which party is responsible for the activity to occur, e.g. Contractor (construction timelines); Client (reviews/approvals); Project Manager (project management specific activities); Design/Engineer (design-specific activities); or outside agency (permits/approvals).

We will analyze what durations are required and insert other expected timelines based on our experience. We will then evaluate the entire schedule to ensure that it is executable, and will continue to communicate with all Client team members to meet new deadlines. As the project evolves, we'll add new activities and/or priorities if necessary.

Pre-Design Project Analysis

An effective tool used to launch each project effectively is to conduct the Pre-Design Project Analysis (PDPA) meeting. The PDPA focuses on key aspects of the projects and identifies potential problem areas that can be addressed quickly. The participants include key decision makers on the Client side, the program manager, design team, cost estimator, and scheduler. Other members from the Client may include school representatives, central office departments, and facility maintenance representatives. The program manager initiates the sessions and conducts the meeting in a way to create a harmonious, creative, and productive atmosphere.

The PDPA focuses on the following areas:

- » Review of roles and responsibilities
- » Determination of Owner's needs, constraints, procedures, and quality expectations
- » Program verification
- » Budget verification and provisional cost model
- » Master schedule verification, critical dates, schedule, and deliverables
- » Site information and constraints
- » Turner & Townsend Heery's cost/schedule team orientation
- » Review of communication strategies
- » Overview of project delivery options (CSP, DB, CMAR or JOC)

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- 2c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.**
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Financial Management/Auditing

Turner & Townsend Heery understands that its fiduciary and budget management responsibility to our Clients and to the community is to take care of the money “as if it were ours” and be able to account for every penny. We take financial management seriously and are very proud of our record of financial management performance.

Turner & Townsend Heery consistently delivers excellent financial results for our Clients and encourages routine audits that help reinforce best practices. For many of our Clients, every project is audited periodically, and we make it a priority to assist the auditors in any way we can. **We are proud that these audits typically result in findings with “no exceptions”.** Additionally, Turner & Townsend Heery performs interim project audits as part of our process, and often times the audits we perform are more critical than those by third parties. Through these audits, we are able to identify gaps in processes and uncover simple errors that can compound themselves into significant dollar values. When dealing with the large dollar amounts involved in major capital projects, the smallest miscalculations can have major impacts.

Specialized Design Reviews

Design review meetings with maintenance and operations as well as end user representatives should take place approximately one week prior to the end of the DD, 50% CD and 100% CD design phase. In these meetings, the A/E design team and the project manager will review the documents with the maintenance and operations staff. We review the different systems, materials utilized, etc. to provide the A/E designers with specific comments. The Project Manager takes meeting minutes and distributes them.

Constructability Reviews

During this technical review, the reviewers will confirm that the contract documents are complete and buildable. The results of these constructability reviews may require follow-up meetings with the A/E design team to confirm that review comments have been addressed and included in the design, or that their exclusion is justified. If there is a CM at-Risk on the project, they perform this review many times. **Over the last five years, we have provided constructability reviews on more than \$1.5 billion in K-12 facilities within Texas alone.**

Conducting a pre-release document review with all contributors attending - end users, regulatory agencies, etc. – provides the opportunity for all team members to preview the finished product just before release, including end users for final verification of the scope. This review can also help expedite building permit approvals.

Value Engineering

Significant cost savings, along with an increased level of quality, can be accomplished through properly conducted value engineering reviews. Our approach utilizes our technical expertise in architectural and engineering disciplines, combined with hands-on, practical experience to bring many options to our Clients for consideration. We facilitate the value engineering (VE) workshop; the project architect, their engineers, and our Clients’ maintenance staff will be included. If there is a CM at-Risk on board, they are included in the workshop as well.

Our VE analysis will focus on satisfying the functional requirements of the project at the minimum cost and highest quality. Each building system and its components will be analyzed for adequacy, efficiency, length of life, and cost. Life cycle costs will be also be established for alternative systems and components. These VE sessions will occur at the schematic design phase so that any Owner-approved changes can be included in the design development documents. Our project manager will create a log to track all value engineering items and their eventual disposition. We perform a ‘back check’ to confirm that all accepted value engineering items are incorporated.

- 2c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.

Project Tracking/Reporting

Turner & Townsend Heery's project manager(s), in conjunction with our schedulers, will keep the design and construction phases of the project on time by implementing scheduling techniques to plan, control, and monitor project schedules of all magnitudes. These techniques include developing schedules that plan for the selection of and contract negotiation for the design consultant as well as the procurement steps and durations for selecting a contractor. Using the document control feature of our Project Management software, we are able to deliver a schedule that is regularly updated, and all project team members have access to the latest version.

Project Administration (PMIS Software)

Turner & Townsend Heery utilizes a wide variety of technology and tools in the performance of our services. We are well-versed in all project management software. The Turner & Townsend Heery team is happy to help our Clients select the best project management software solution for the program.

Our approach to implementing a web-based project information management software (PMIS) is Client- and user-focused, information-based, decision-driven, and team-sponsored. For the team to function at a high level, maintaining effective, efficient communication among all members is critical. Using a project management software can help facilitate effective communication and also serve the important role of a documentation repository—keeping all important documents in an organized system.

We are flexible and experienced with various project management software platforms and can use the software you prefer. We can also help you determine which software platform best suits your project. Our professionals have in-depth knowledge of numerous project management software systems to track funding, contracts, submittals, and drawings; produce dashboard reports throughout the life-cycle of your project, from programming to design and into construction; and facilitate team collaboration.

Our project managers use electronic, web-based tools to implement a project information system that is customized to a project's size, duration, and scope of the work. **Some available project management tools include:**

e-Builder – cloud-based, construction project management solution designed for owners that enables high performance for capital improvement programs

Box – cloud-based content management for handling large files

Bluebeam – offers the ability to comment, note, and edit Adobe documents during design review and coordination; also helps address design issues in the field

Primavera – the recognized standard for high-performance scheduling software for large-scale, highly sophisticated, multi-faceted projects (our team is highly skilled in analyzing, filtering, and organizing activities, resources, and funding for complex projects using Primavera)

PlanGrid – offers instant access to documents, plans, specifications, daily reports, punch-lists; allows the field team to record the exact progress and issues directly on the plans and attach photos; and permits real-time communication with the entire team



- 2c. Describe products/services Vendor is offering to provide PCA Members. Vendors are requested to offer their line of available products and services that are commonly purchased by public sector entities that they currently perform in their normal course of business.**

Quality Assurance/Quality Control Program (QA/QC Plan)

Quality assurance is one of our prime objectives throughout the design and construction process. The best method for improving quality and for delivering a quality facility is prevention. During the design phase, this concept is advanced and supported through design reviews, specification adherence, and life cycle analysis. The emphasis during this phase is on the elements of **the '4 C's'; Completeness, Compliance with the Program, Coordination, and Constructability.**

During the construction phase, quality is further addressed by communicating to the contractor the expectations that must be met. This process involves educating the contractor about the contract requirements on a proactive basis by conducting regular pre-installation meetings and reviewing submittals for product substitutions or deviations.

Routine inspections are performed at varying intervals throughout the day/week, depending on the scope being performed, to verify that the design intent is being achieved in accordance with the contract documents. Defects that are at-risk of being covered up by upcoming work or causing a schedule delay are immediately communicated to the Contractor's on-site team prior to leaving the site. **These and all other concerns or issues are added to a comprehensive Deficiency Log that is distributed to the entire Project Team weekly and discussed in every progress meeting with the Contractor and Architect.** Items that are repeatedly observed or that remain open longer than 14 calendar days without adequate correction are documented in a formal Cure Notice to the Contractor and deducted from the next progress payment. If corrections are still not made, our Project Manager may enforce a provision in the Contract to supplement the work and deduct the cost of correction from the contract amount.

As construction nears Substantial Completion, our Project Manager will schedule a walk-through with the Architect, Contractor, and End-Users to create a formal punch list that all agree on. Items on the punch list are reviewed weekly until all are resolved to the satisfaction of the Owner and End-Users. The Project Manager will confirm that the deficiency log and punch list are completely resolved before recommending final payment to the Contractor.

During the warranty period, work orders are generated and distributed to the Contractor as they are reported. Additionally, the Project Manager will schedule an 11-month walkthrough with the End User and Maintenance Supervisor to identify any ongoing warranty items requiring resolution.



2d. State if Vendor provides expert advice/consultation.

Turner & Townsend Heery confirms that we can provide expert advice and consultation.

2e. Discuss whether Vendor routinely uses or plans to use Subcontractor or perform all work as agreed to by PCA Member using his own equipment and personnel.

Subcontracting Plan

Providing increased business opportunities for locally-owned, certified small and historically underutilized businesses to participate in construction contracts for the governmental entities we serve is important to us. First, it markets the project to a wider pool of suppliers and consultants, resulting in better pricing for our Clients; second, locally-focused efforts help to build a bridge between our Client and the communities they support; and finally, and most importantly, it's the right thing to do for the community and our industry. Entrepreneurship creates generational opportunities in the community, reducing gaps that have persisted for centuries.

We don't expect you to take our word for it. Turner & Townsend Heery has been assisting governmental entities with the implementation of their small business programs for more than 30 years. We have helped grow SBEs in public sector environments, providing planning, development, coordination and implementation of community outreach as well as race and social justice programs to help contribute to equity goals on more than \$6 billion in construction value in Texas over the past five years alone. We collaborate with our Clients to meet or exceed their goals for implementing outreach and engagement strategies on their projects that are inclusive of all communities and stakeholders. We also develop contractor inclusion plans for M/W/SBEs and disadvantaged business enterprises (DBEs). Turner & Townsend Heery has successfully performed these tasks for Houston ISD, Houston Community College, Dallas College, Dallas ISD, and countless other large-scale educational entities in Texas.

It is worth noting that more than 42.6% of contracted dollars Turner & Townsend Heery received on large-scale education projects was subcontracted to MWBE and SBE firms over the past five years, demonstrating our commitment to growing disadvantaged firms. Included on our PCA team are two local, W/MBE firms with whom we have partnered on multiple programs.

Olivier and Turner & Townsend Heery established a flourishing relationship eight years ago on the \$2-billion Houston ISD Bond Program. **This B2B relationship has a durable effect on Olivier's industry position and performance capacity and directly impacts their growth from a five-person firm in 2013 to a more than 100-person firm in 2023.**

Additionally, Turner & Townsend Heery is partnering with PMG, LLC. Turner & Townsend Heery first partnered with PMG on the Houston ISD 2012 Bond Program, and the two firms have continued to jointly pursue new Clients and opportunities.

Turner & Townsend Heery recognizes the vital role of MBE subcontracting is more than meeting contracting goals; we serve as a resource for partnering, mentoring, and creating long-standing business relationships. In supporting work environments that embody teamwork, diversity, partnership, camaraderie, and opportunity, Turner & Townsend Heery continually proves to be an invaluable mentor to Olivier and PMG.

2f. Vendor agrees to advise PCA Member when work is expected to be hazardous to students, employees, the public and/or other workers.

Yes, Turner & Townsend Heery agrees to advise the PCA Member when work is expected to be hazardous to students, employees, the public and/or other workers.



Houston Independent School District

Location: Houston, TX

Bond Budget: \$3.07B (Total of Multiple Contract Renewals)

Project Duration: 2012-Ongoing

Project Size: 3,474,260 SF (2012 Programs) | 5,854,540 SF (Total Programs)

Scope of Services: Program Management & Staff Augmentation

Managing Principal: Christopher Fields, CCM, MBA; Gary Whittle, CCM, MBA

Augmented Staff Provided: Gary Whittle, CCM, MBA; Ernest Crawford, CCM; LaJuan Harris, EIT, PMP, CCM; Albert Wong, RA, NCARB; David Waggoner, ALEP, LEED AP BD+C, NCARB, RA; Jeffery Tennyson; Matte Crowe, CCP; Reneisha Henry, LEED AP (Olivier, Inc.), Raquel Oliver, CPA, MBA (Olivier, Inc.)

Turner & Townsend Heery and Houston ISD (HISD) have enjoyed a highly productive working relationship for over three decades, beginning in 1990 with the first phase (Phase A) of the District's eight-year Project Renewal program. Since that time, HISD has relied on Turner & Townsend Heery in the management of three subsequent Bond programs intended to fulfill HISD's commitment to Houston voters to renew or replace every facility in their portfolio.

Turner & Townsend Heery also served as the Executive Program Manager for the entire \$1.89B 2012 Bond Program, providing Standard Operating Procedures, Project Management Training, and standard templates to other Project Management firms and HISD staff working on the Bond program. Positions filled by Turner & Townsend staff included: Bond Oversight and Executive Directors, Contract Administrator, Budget Controls Manager, Planning & Programming Manager, Design Reviewers, Master Scheduler, and FF&E Manager.

*Throughout my experience, I have been impressed with "The Heery Way," and it has been apparent that their approach produces successful results. **HISD looks forward to continuing our relationship on future programs.***

Sizwe Lewis

Director of Construction, HISD

Turner & Townsend Heery is proud of its successful, team-oriented relationship with HISD. Having completed four programs with the District, our teams have conducted formal and informal “lessons learned” sessions, both at the conclusion of each program and at strategic points along the way, focused on continually improving our ability to serve the unique needs of HISD. The teams regularly reviewed the District’s published design standards to identify better, more cost-effective ways to accomplish the District’s goals.

An example of a lesson learned occurred as our team identified recurring challenges the District faced in the installation, commissioning, training, and ongoing maintenance and management of the BAS and Lighting Control systems specified in their published Design Guidelines. Working with trusted MEP Engineers, Lighting Distributors, and local Mechanical and Electrical Contractors, Turner & Townsend Heery proposed several alternatives to the way these systems were specified, procured, and turned over to HISD.

These recommendations were then vetted by the District’s MEP Design Committee, and incorporated into recent projects either in the Design Phase or prior to Submittals being reviewed. *As a result, the District was able to realize savings of \$3M, while receiving systems that offer all required functionality and are easier to manage and maintain.* While we could have simply maintained status quo, sticking to the minimum requirements of our contract, we believe our commitment to going above and beyond for our Clients is why so many of them choose to trust in us time and again.

Key Features:

- Staff Augmentation Assignment
- Repeat Client
- Partnership with Olivier, Inc.
- Large, Texas District
- Coordination with Permitting Agencies
- Management of Multiple A/E/C Consultants



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

Marketing Plan

Within the public sector, Turner & Townsend Heery routinely meets with leaders at the City, State, and Federal levels of government, including K-12 school districts and local community colleges in every location we serve. As members of organizations such as CMAA, USGBC, A4LE, TASA/TASB, TACCBO, and others, Turner & Townsend Heery is considered a thought leader in the fields of Educational Planning, Continuing Education, Project and Program Management, and Owner's Representation, regularly publishing articles and white papers on these subjects and attending conferences as both exhibitor and presenter.

As we meet with representatives from both the public and non-profit sectors, we are excited about the opportunity to offer potential Clients our full suite of services on an expedited basis through the Purchasing Cooperative of America (PCA) agreement. **We commit to adding a designation showing our active partnership with PCA on marketing brochures, statements of qualifications, and publications sent to organizations that could benefit from PCA membership, not only for Project Management services, but for the full portfolio of vendors and solutions providers in the network.**

Presenting at conferences, we are often asked about different procurement methods for Project Management and Owner's Representation services. The hurdles presented can be more than smaller districts, municipalities, and non-profit organizations can overcome, especially for selective or temporary services. The opportunity for School Districts, smaller governmental agencies, and non-profit organizations to join PCA to receive much-needed services without over-burdening small or non-existent internal purchasing departments would be a great benefit for thousands of Clients in the PCA service area.

-
5. **Training Program.** Describe program for training for PCA Member on equipment and operation, if applicable.
-

Training Program

As a professional services provider, Turner & Townsend Heery is not responsible for equipment operation and servicing training; however, as the Construction/Project Manager, we will coordinate training on equipment that is provided by others, and will verify that the Client receives all warranty and operation documentation before processing final payments to contractors and suppliers. Additionally, in the event that commissioning services are provided, Turner & Townsend Heery coordinates with vendors for PCA Member training on commissioned building equipment.



6. 'Value Add' Products and Services. Describe 'Value Add' items Vendor can provide to PCA Members.

Value Add Products/Services

Turner & Townsend Heery provides more value-add products and services than any other Project Management firm in Texas. These value-add services are ideally suited for PCA and include the following:

MWBE / SBE Initiatives

Establishing comprehensive, unique and highly-successful diversity campaigns is more important today than any other time in history. Through innovative strategies and customized programs, we provide solutions to help our Clients successfully engage minority- and woman-owned business enterprises (M/WBEs). We have developed numerous approaches to promote and identify opportunities for partnering that not only provide work for diverse businesses, but also create opportunities for diverse businesses to grow and develop in meaningful ways.

For example, when we began working with Olivier, Inc. more than 12 years ago, the M/WBE firm had just two employees. After partnering on over \$7B in educational projects in that time, Olivier, Inc. now has more than 100 employees with a diverse range of skills and experience. **We continue to build on these successes by identifying unique tasks in scopes of work and recruiting talented firms to fulfill those tasks as we build up our team.** We have already identified many subconsultants who fit this definition and, in many cases, have ongoing relationships and mentor protégé agreements in place. **Tasks we routinely engage in to promote M/WBE firms include:**

- » Developing and maintaining bidders lists of M/WBE firms from all possible sources.
- » Conducting M/WBE procurement engagement and outreach events with the District.
- » Supporting the District in the implementation of procedures that ensure M/WBE firms have maximum opportunities to compete for subcontracts.
- » Assist the District in reviewing solicitations to remove statements and terms that may restrict or exclude M/WBE firms.
- » Conducting or arranging training to ensure M/WBE firms understand how to participate in District opportunities, or work with the District upon award.
- » Assisting the district with the implementation of a reporting/monitoring system to ensure achievement of M/WBE firms subcontracting goals and preparing and submitting periodic progress reports.
- » Directly or indirectly engaging M/WBE firms regarding opportunities.

Program/Project	MWBE & DBE Participation	
	Goal	Achieved
NOLA Public Schools	30%	41%
Shelby County School District	N/A	43%
Charleston County School District	20%	37%
Beaufort County School District	20%	37%
Houston Independent School District - Program Management	30%	39%
Houston Independent School District - Staff Augmentation	N/A	32%
Wake County Public School System	10%	22%
Nashville-Davidson County Metropolitan Public Schools	20%	22%

6. 'Value Add' Products and Services. Describe 'Value Add' items Vendor can provide to PCA Members.

Additional Tools & Technology

Turner & Townsend Heery is a pioneer in designing, developing, and implementing industry-leading and proprietary digital FM solutions. Our systems focus on putting innovative technology in the hands of our clients and professionals and providing a digital experience that emphasizes user ease, compliance, efficiency, and service quality.

Leveraging our team's Cost Consultancy expertise, our financial planning software establishes client priorities to inform capital spending, develop capital plans, and bring cost guidance into focus. The program provides a seamless interface to accurately evaluate which projects to start and where capital should be spent. Capital Planner allows our Project Management professionals to insightfully allocate capital, prioritize projects, and leverage robust strategic planning in a single integrated technology.

Project Dashboard

Your project at a glance



Project Prioritization: Proprietary algorithm to score and prioritize projects across your program



Custom & Flexible: Customizable to include client criteria and add variables



Run Scenarios: Summarize and run scenarios by harnessing the information, details, and tool visualizations



Control & Visibility: Provides Clients with complete visibility and control of the capital plan



Cyclical Integration: Seamless cyclical integration with Cost Estimator to establish an accurate project estimate to manage each project within a client's Program

Financial Planner

Enhance the planning and budgeting of your projects



Speed: Create budgets in real-time in less than two minutes



Accuracy: Leverage Turner & Townsend Heery's data platform or utilize your own rate card



Perspective: Benchmark comparisons provide distance-to-industry perspective



Transparency: Scope assumptions are documented and clear as the base of budget development

6. 'Value Add' Products and Services. Describe 'Value Add' items Vendor can provide to PCA Members.

Post-Construction Audit

We provide a thorough analysis, quality reports, and recommendations after construction is complete. By adequately staffing the project during planning, our team will have a fundamental understanding of the Client's needs, goals, policy details, and expected deliverables. A thorough review of all construction contracts is completed to understand performance opportunities, penalties, incentives, rights, and obligations. We gather job cost reports, contracts with subcontractors, payments to subcontractors and vendors, change orders, subcontractor change orders, purchase orders, and correspondence. If necessary, we work with the architect or subcontractors directly to verify the accuracy of costs and any other information that may need clarification. Our construction audit team will issue a detailed audit report, explaining any exceptions between what the construction contract allows as project costs versus what was billed by the General Contractor.

Facility Condition Assessments

Facility Condition Assessment, also known as Technical Due Diligence, is a technical facility assessment that can occur in line with a transaction or through normal facility management business. The assessment includes building surveys, mechanical and electrical system evaluation, compliance checks, CapEx forecasting, and risk evaluation.

Facility Condition services analyze the condition of a facility or a group of facilities by looking at several building factors. These services help our Clients understand the overall condition of their facilities and any needed maintenance or upgrades. **Services include:**

- » Advisory service for Clients during transaction process (sale, acquisition, financing)
- » Advisory service for corporates or public institutions for maintenance planning and budgeting
- » Calculation of CapEx costs
- » Identification of technical risks and client's risk tolerance through the Facility Condition Index

Sustainability

Turner & Townsend Heery is an industry leader in project management services, and this extends into our sustainability effort as well. **Through education, training, and personal commitment, we have nearly 100 LEED Accredited Professionals just within our service line of the company. This ability has positioned us to offer a broader suite of sustainability service offerings.**

LEED Accredited Professionals (APs) comprise an ever increasing component of our project management team and offer Clients the ability to design and construct projects that reduce their impact on the environment. Turner & Townsend Heery has developed a training program with the U.S. Green Building Council (USGBC) to drive this expertise deep into our platform. We provide guidance and advice to Clients on sustainable design and occupancy strategies to further the client's social responsibility objectives.

Almost every project presents opportunities to incorporate sustainable practices, whether or not our Clients are pursuing LEED certification. Clients receive the greatest value from our sustainability service offerings when engaging our team early in the project process. This allows our LEED APs to offer the most comprehensive solutions, delivering long-term benefits to our Clients and the environment.

Turner & Townsend Heery's thorough commissioning plan will outline the process, roles, and responsibilities, and we will encourage review and comments from all commissioning team members. Our team will incorporate these comments whenever feasible to create consent and team member buy-in to the process.

6. 'Value Add' Products and Services. Describe 'Value Add' items Vendor can provide to PCA Members.

Commissioning

Turner & Townsend Heery will establish team relationships with the Owner and your subcontractors through communication, credibility, and our technical yet flexible approach. We will communicate frequently, openly, and honestly and believe frequent communication assures all parties are always on the same page and mitigates misunderstandings. Our honest communication will build trust among team members as we communicate face-to-face on site, in meetings, and for all critical business. We will also communicate frequently through emails but always pick up the phone for important items.

We will further build our team relationships by establishing credibility: we will meet deadlines, follow up on issues, and respond expeditiously to messages, emails, and requests. At Turner & Townsend Heery we do what we say we will do. We will make ourselves available for meetings and testing, listen to and empathize with other team member needs, and adapt our flow to fit in with your project.

We will emphasize the design review process to add value and determine if sequences are explicitly defined; potential scope gaps between disciplines, plans, and specifications are determined; and all testing and commissioning requirements are clearly incorporated and verified. We understand extra diligence during the design stage will prevent costly change orders or schedule impacts at the end of your project.

We will be technically rigorous. Our customized functional tests confirm each sequence step, mode, sensor, and end device. If our team members discover issues, we will communicate openly with team, propose solutions, and follow-up regularly through closure. At the project's end we will verify the entire building and each component operate seamlessly. Our team offers flexibility in our approach and will assist contractors so they can succeed.

We will work with each trade to support their schedules, allowing all team members close on time.

Facility Activation Services

Our facility activation services consultant will ensure the strategies and processes designed for your project are part of the activation plan. To prepare for the operational and physical move, the consultant will work with Turner & Townsend Heery and stakeholder leadership and front-line staff to develop a transition plan that includes move manuals, key integration strategies, implementation timelines and schedules, activation budgets, and orientation materials. We will create a successful transition plan for all your facility needs, from planning for a single event (first patient day) to a three-component approach (operational readiness, facility readiness and move logistics). Our plan will encompass everything our clients need to activate your new facility. **The consultant will ensure the facility and operations are ready for transition and activation and perform the following services:**

- » **Activation, Move, and Occupancy Activities** – Coordinate an activation move management team, develop and maintain a Move/ Occupancy Checklist to coordinate responsibilities and timelines for move and occupancy parties, and oversee work is completed within the program schedule and budget guidelines, including operational readiness, facility readiness, and the move logistics plan.
- » **Operational Readiness** – Train staff in new workflow, systems, and equipment; staff will receive unit and facility orientation training and life-safety training to be fully prepared to work in the new facility.
- » **Facility Readiness** – Ensure the physical space is patient ready and legally approved for use, will ensure the project teams clearly understand the plan and coordinate together, arrange for EVS terminal cleaning, coordinate cleaning phasing, receipt and installation of OFOI equipment, and plan for DOH pre-occupancy survey inspections.
- » **Move Logistics Plan** – Coordinate move of all existing and new furniture, fixtures, equipment and technology (FFE&T) into the new space and fully operational, develop a detailed FFE&T move plan, select and manage move vendors, develop the move manual, and advise on procurement strategies.

6. 'Value Add' Products and Services. Describe 'Value Add' items Vendor can provide to PCA Members.

Performance Excellence Program (PEP) - Strategic Sourcing

This exclusive Turner & Townsend Heery offering is a world-class partnership program providing unmatched strategic supply chain savings. PEP's comprehensive program affords our clients access to industry leading suppliers across typical construction cost categories. **We work with you to select the team, services, and products to provide the following benefits:**

- » Best prices by leveraging Turner & Townsend Heery's scale and buying power – on average our clients see discounts below 85% of other buyers, regardless of project or portfolio size.
- » Performance excellence – well-vetted, industry leading suppliers mitigate client risk and Turner & Townsend Heery regularly conducts supplier performance management to ensure quality every time.
- » Value creation collaboration – in addition to cost savings, our PEP partners add significant value through value engineering designs/specifications; ensuring the right products for the right application; offering alternative processes to reduce time; recommending improvements to reduce operating costs, enhance design, and support business; offering favorable pay term savings, etc.



FM Cloud

Turner & Townsend Heery's technology platform is a web-based portal that allows users to navigate our digital and technology systems in one place. FM Cloud provides access to our technology platform without multiple sign-ins and is available via smartphone, tablet, and desktop, giving users visibility of FM performance anytime, anywhere.

6. 'Value Add' Products and Services. Describe 'Value Add' items Vendor can provide to PCA Members.

Ambulatory Network Planning

Leading healthcare systems often derive a substantial portion of their enterprise revenue from ambulatory care. In the ever-changing healthcare landscape we understand developing an optimal ambulatory strategy demands a rigorous, systematic approach. Turner & Townsend Heery understands the traditional approach is disjointed and calls for a strategy that optimizes care delivery by connecting ambulatory sites across the system for nimble adaptation to the changing demands of the patient population.

We believe a defined ambulatory care strategy should align and support the enterprise strategy through tactical real estate decisions and clearly define the "why" of how Turner & Townsend Heery intends to assemble an aligned, integrated, and rationalized network of clinical capabilities we will distribute across for client markets. Our team has significant experience and in-house experts to direct and recommend a plan based on data-driven ambulatory market analytics. **Turner & Townsend Heery Healthcare will help you develop a structured ambulatory network over three primary phases:**

- » **Phase I – Discovery:** develop project governance, review existing documents, conduct environmental scan, develop a current portfolio assessment, and interview key internal and external stakeholders to inform the ambulatory strategy development.
- » **Phase II – Strategic Direction:** develop "the why" of the strategy by establishing the network design planning parameters, including developing the guiding principles and Ambulatory Facility/Care Model typologies; determining a market development strategy with criteria for assessing markets; building market assessments, and developing prioritized market scoring.
- » **Phase III – Ambulatory Strategy Road Map:** utilizing the determined parameters, define the "how" of the plan by running site optimization analyses across the defined markets using our technology platform, DimensionMED; identify expansion opportunities and care sites candidates for maintaining, expanding, consolidating, or divesting the network; provide recommendations; and develop conceptual cost and schedule models and a ambulatory facility development roadmap.

Health & Safety

Health & Safety services are integrated into Turner & Townsend Heery's principal contracting projects and can augment other project assignments. Turner & Townsend Heery provides health, safety, and environmental (HSE) support to review, update, and/or develop client HSE programs.

We can work with Clients to develop Health & Safety programs, provide training, and serve as a client advocate for health, safety, and environment best practices on project sites. **We deliver Health & Safety services based on the following types of engagement:**

- » **Agency:** Client HSE advocate and advisor
- » **Principal:** HSE program ownership and enforcement
- » **All Clients:** HSE consultant, HSE program development
- » **Turner & Townsend Heery personnel:** Standard/Specific Training, Project Support

Public Institutions & Education Solutions (PIES)

The PIES team focuses on real estate needs of the public and education sectors, providing strategic planning, consulting, and representation. This team would act as a liaison between PCA and the private sector, brokering partnerships that bring several key benefits to PCA. **P3s can transfer risk away from the Owner, reduce capital burden for new investments while generating their own revenue, and allow for redevelopment and re-purposing of under performing assets.** PIES has provided pre-development, and financial advisory services to Harmony Public Schools, Dallas ISD, Houston ISD, Austin ISD, and other school districts across Texas. Specific education services include strategic planning, where we produce portfolio-wide or site-specific optimization analysis. Advisory and P3S services are also part of our offering, where we access private sector capital to generate revenue and reduce costs. Lastly, we provide highest and best use analysis, where we provide site analysis on owned assets to determine sell / hold recommendations.

6. 'Value Add' Products and Services. Describe 'Value Add' items Vendor can provide to PCA Members.

AMCL - A Turner & Townsend Subsidiary

AMCL's mission is to both supplement and enhance our client's ability to balance costs, opportunities, and risks against the desired performance of their assets with respect to their organizational objectives. The coordinated set of activities to achieve the aforesaid is known as Asset Management. AMCL is recognized as a leading Asset Management advisor with a global reputation for leadership in Asset Management thinking and on-the-ground delivery.

AMCL's team of specialist consultants has worked with many of the world's largest and most high-profile asset owners, across the transportation, information and communication technology, energy and utilities sectors. This international, cross-sector experience allows our clients to leverage good practice and lessons learned from their national and international peers, both within their sector and from others. **Key differentiators:**

- » AMCL's services cover the full spectrum of Management Consulting for asset intensive organizations.
- » They take ownership of our client's objectives to ensure value is delivered from their portfolio of assets, always looking for better ways to optimize asset performance and reduce risk exposure.
- » Their depth of experience enables AMCL to fully understand the challenges, plan for the desired outcomes, access the right capability, manage ambiguity, and continually apply data and insights to help organizations transition from uncertain and reactive to informed and proactive decision-making.
- » Clients understand that improvement in management of assets will deliver value but may require support with identifying the specific benefits and detailed business case. AMCL's experience enables us to support from this stage of any improvement activity.

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

Freight, Delivery, Inspection & Acceptance

Since Turner & Townsend Heery is a professional services provider, deliveries of products do not apply; however, we will coordinate delivery of materials provided by contractors and suppliers as well as confirm quality and quantity prior to acceptance.





Thank You!

FOR MORE INFORMATION:

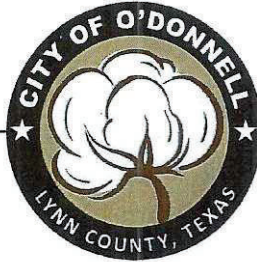
Gary Whittle, CCM, MBA, LEED AP

Project Management Director | Turner & Townsend Heery

832.409.4041

Gary.Whittle@turntown.com

615 8th Street • O'Donnell, TX 79351



Ofc: 806-428-3239 • Fax: 806-428-3440

June 12, 2024

Turner & Townsend Heery, LLC
Gary Whittle, Proj Mgmt Dir
10777 Westheimer Rd, Suite 1160
Houston, TX 77042
Gary.Whittle@turntown.com

Subject: PURCHASING COOPERATIVE OF AMERICA CONTRACT AWARD LETTER
PCA RFQ OD-409-24 Construction Management

Dear Mr. Whittle,

Congratulations! The City of O'Donnell has awarded your company a contract for the above-referenced solicitation. Your contract number will be the same as the solicitation number: PCA RFQ OD-409-24. The contract number is to be on all Invoices for proper reporting.

You are responsible for keeping PCA up to date with your current contact information and for submitting monthly reports. For months with inactivity, complete the company/contact information and simply input 'No Activity'. We send out the Members list monthly, in response to your organization emailing the monthly report.

The contract is effective for the dates on the Contract Acceptance and Signatures Page and may be renewed up to four (4) additional years; unless notified otherwise, the renewal will be automatic. For any inquiries about your contract, please contact pcamerica@pcamerica.org & we will assist you!

We will contact you for an orientation meeting and for content for your vendor page on the PCA web site. PCA looks forward to working with you!

Sincerely,

Max Mendieta, Mayor
City of O'Donnell

The award packet includes:

- Award Letter
- Signed Contract Acceptance and Signatures Page (exceptions, if any)
- Instructions for Monthly Report and Administrative Fee Tab 3
- Monthly Report Form & Instructions
- Welcome to PCA!

**PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management**

**FORM A
OFFER ACCEPTANCE AND CONTRACT SIGNATURES FORM**

Complete and sign and upload.

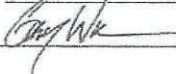
Offer by Vendor

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

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

☒ **WITH EXCEPTIONS.** Proposed changes to Contract Terms and Conditions. Present Vendor's proposed changes on FORM A-1 – Exceptions to Contract Terms and Conditions.

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

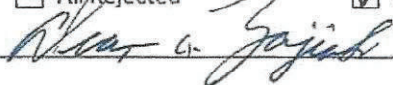
Company Name (on Contract): Turner & Townsend Heery, LLC
 Address: 10777 Westheimer Rd, Suite 1160
 City/State/Zip: Houston, TX 77042
 Phone: 832.409.4041 Email: Gary.Whittle@turntown.com
 Printed Name, Title: Gary Whittle | Project Management Director
 Signature:  Date: 5/5/2024

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

Contract Number: _____

Contract Exceptions – PCA

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

PCA Authorized Signature: 
 Printed Name: _____ Date: 5/28/24

Offer Acceptance by PCA Awarding Agency

Term of Contract: 6/12/24 to 6/11/25

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

Awarding Agency Authorized Signature: 
 Printed Name: Joseph Luera - mayor pro-tem Date: 6/12/24

PURCHASING COOPERATIVE OF AMERICA
RFQ OD-409-24 Construction Management

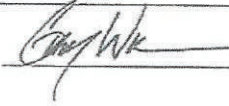
FORM A-1
EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS

Leave Step 2 in Bonfire blank if 'No Exceptions' was checked on Form A. If 'With Exceptions' is checked on Form A, .pdf and upload your document per these instructions.

Instructions for completing this Form, if necessary:

1. Exceptions are proposed changes to Contract Terms and Conditions ("T&C").
2. Do not mark changes on the original solicitation Contract Terms and Conditions.
3. List T&C number – paragraph number – justification – and proposed change.
See below.
4. If additional pages are needed, on each additional page,
 - Top Left Margin: Put RFQ # and Title
 - Top Right Margin: Put Company Name
 - Title: Exceptions to Contract Terms and Conditions
 - List T&C #, paragraph #, justification and change (same as #3)
 - Please sign each page of Contract Exceptions

Company Name: Turner & Townsend Heery, LLC

Authorized Signature: 

Date: 5/5/2024

(1) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

(2) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

(3) T&C # _____
Paragraph # _____
Justification _____
Proposed Change: _____

Please see following page for full
list of exceptions

RFQ OD-409-24 Construction Management Projects

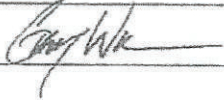
Turner & Townsend Heery

Exceptions to Contract

After reading the contract, we would request the following, additional terms to be added to the agreement:

- The Scope of Services, as it relates to the construction, design and consulting efforts of parties engaged by PCA Member to perform work on the Project ("Construction Professionals"), will be limited to overseeing and managing the work of the Construction Professionals. The work and services provided by Construction Professionals will remain the responsibility of such persons and Awarded Contractor does not warrant or guaranty, and will not be liable with respect to, their performance, schedule or work product, including, without limitation, (i) design techniques or procedures or (ii) construction means, methods, safety, techniques, sequences or procedures employed by any third-party including Construction Professionals. In contracts with Construction Professionals, PCA Member will use commercially reasonable efforts to ensure that Awarded Contractor is indemnified by Construction Professionals and is included as an additional insured under the Construction Professional's liability insurance.
- Awarded Contractor shall not be required to detect, handle, remediate or dispose of hazardous or other pre-existing conditions at a project site.
- Awarded Contractor shall be entitled to reasonably rely upon the accuracy and completeness of documents and information provided to it for the performance of Services.
- Neither Party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.
- Awarded Contractor's liability to PCA Member under or in connection with this Contract, whether in contract, warranty, negligence, tort or otherwise, shall not exceed the project management services fees (excluding any reimbursed amounts) paid or payable to Awarded Contractor under the work order for which the claim relates.
- Awarded Contractor would request modification to the indemnities to limit both "to the extent of [the Indemnitor]'s negligence or intentional misconduct that results in bodily injury, death or property damage."

Company Name: Turner & Townsend Heery, LLC

Authorized Signature: 

Date: 5/5/2024

PURCHASING COOPERATIVE OF AMERICA

PCA RFQ OD-409-24 Construction Management

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

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

Monthly Report.

- Awarded Contractor shall provide PCA with a detailed monthly report and pro forma showing the total dollar volume of all sales under this Contract for the previous month in Microsoft Excel, in the format and with the information specified by PCA.
- Reports are due monthly by the 15th day of the following month.
- Awarded Contractor is responsible for collecting and compiling all sales under this Contract from all PCA Members and submitting one (1) consolidated monthly report.
- The monthly report shall include, at a minimum, the date of each PCA Member/customer P. O. with scheduled start and completion date, sale/project description, P. O. number, Member/customer name, city/town, and P. O. total dollar amount.
- Include an overview of pending projects (the "pro forma") on the Monthly Report.
- Awarded Contractor (Vendor) shall submit a copy of PCA Member/customer Purchase Order and/or supplemental agreement as well as change orders made prior to project completion along with the mandatory monthly report.
- Reports shall be submitted to PCA at P.O. Box 604, Hico, Texas 76457, along with a check for Admin Fees made out to 'Purchasing Cooperative of America' or 'PCA' and electronically to Reports@pcamerica.org. Reports should be emailed each month even if there is "No Activity". If Awarded Contractor has more than one PCA contract, please submit separate monthly reports (and separate checks).
- Monthly Report form may be found at www.pcamerica.org on the Forms Tab.

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

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

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

INSTRUCTIONS FOR FILLING OUT PCA MONTHLY REPORTS

MONTHLY REPORT

EXAMPLE REPORT

Please complete all fields.



Name-Awarded Contractor: ABC Company
Contract Number: PCA X-XXX-XX
Report Mo/Yr.: December 2019
ADMIN FEE: # %

Contact Name: Alpha Beta
Phone Number: 111-222-3333
email: ABC@ABCcompany.com

CURRENT PROJECT TOTALS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	PURCHASE ORDER #	EST. PROJECT DATES	P.O. AMOUNT	INVOICE AMOUNT	TOTAL EST. ADMIN FEE	FEE PER INVOICE	VENDOR CHECK TO PCA AMOUNT
1.	Walkway	School Name ISD	Houston, TX	BD #1357	12/1/2019 12/30/2019	\$ 100,000	\$ 50,000	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
	Progress payment for above project									
	Additional upgrade to School Name ISD walkway		Houston, TX	BD #1357 change order	12/1/2019 12/30/2019	\$ 5,000	\$ 5,000	\$ 100.00	\$ 100.00	\$ 1,100.00
	Final Payment						\$ 50,000		\$ 1,000.00	
2.	Stadium Lighting	Different School Name ISD	Dallas, TX	#453EN	12/1/2019 12/15/2019	\$ 25,000	\$ 25,000	\$ 500.00	\$ 500.00	\$ 500.00
3.	JOC Rehab-Annex	Municipality Name	Hidalgo, TX	#10022	2/1/2019 6/30/2019	\$ 250,000		\$ 5,000.00		
4.										

PENDING/FUTURE PROJECTS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	ESTIMATED PROJECT TOTAL	EST. PROJECT DATES	NOTES	Yes	No
1.	Renovation City Hall	El Paso, City of	El Paso, TX	\$ 11,000	8/1/2019 10/30/2019	waiting on PO		
2.								
3.								
4.								

Attach copies of Purchase Order(s). Please use additional pages as necessary

Also on <http://www.pcamerica.org/forms>
Send CHECKS to: PCA, PO Box 604, Hico, TX 76457

Questions? Call 844-722-6374
Rev 2/21

Fill in the CURRENT PROJECT section with active approved P.O.s. If None, report NO ACTIVITY.

Copies of purchase orders are supplemental to your contract and may be attached to the Monthly Report or sent to PCA separately. **ALL POs / Invoices should reference contract number.**

For purchase orders that have mobilization (project start-up) or progress payments, list these payments on separate lines and pay the PCA fee as instructed in the contract.

Add any P.O. changes, additional work or items that qualify to be added to the P.O. on additional lines. Send copy of P.O. extension to PCA.

Include DATE of check approval. PCA understands that accounting may take several more days to process a request for payment. Add COMPLETE if project or P.O. has been completed.

All Admin Fees shall be paid upon receipt of vendor payment.

Use the notes section to convey any important or informational items.

Pending or possible future projects or purchase orders shall be listed here. When approved and signed P.O. is received, move to the Current Project section.

If purchase order is not received or project is cancelled, remove from list. There is no reason to continue to report.

The Monthly Report Form is located: <https://www.pcamerica.org/forms> for download

MONTHLY REPORT

Please complete all fields.



Name-Awarded Contractor: _____
 Contract Number: _____
 Report Mo./Yr.: _____
 ADMIN FEE: _____

Contact Name: _____
 Phone Number: _____
 email: _____

CURRENT PROJECT TOTALS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	** PURCHASE ORDER #	PROJECT DATES		P.O. AMOUNT	INVOICE AMOUNT	TOTAL EST. ADMIN FEE	FEE PER INVOICE	VENDOR CHECK TO PCA	
					START	END					DATE	AMOUNT
1.												
2.												
3.												
4.												
5.												
6.												
7.												

PENDING/FUTURE PROJECTS:

#	PROJECT DESCRIPTION	MEMBER/CUSTOMER NAME	CITY STATE	ESTIMATED PROJECT TOTAL	EST. PROJECT DATES		NOTES	Would you like a confirmation of receipt of PCA fee payment?	
					START	END		Yes	No
1.							Attach copies of POs/Invoices of current projects & put check in mail to PCA PO Box Address below & PDF Report&POs/Invoices to pcamerica@pcamerica.org		
2.									
3.									
4.									

** Attach copies of Purchase Order(s).
 Please use additional pages as necessary.

Also located here: www.pcamerica.org/forms

Send CHECKS to PCA, PO Box 604, Hico, TX 76457

Questions? Call 844-722-6374
 Rev 2/23



Welcome to PCA!

Your Contract Number is: PCA RFQ OD-409-24 Construction Management

When selling to a PCA Member/Customer please make sure they & your sales personnel know to put your contract number on the Purchase Orders/Invoices: PCA OD-XXX-XX & abbreviated name (if it fits) on the Purchase Orders & on your Invoices. **Make sure that you set up a system, with your sales personnel, to report sales to your company PCA Contract Admin**, so that they will have the information to send in the monthly report to PCA.

The contract number assists the PCA Member/Customer pass their audits & helps with your PCA contract reporting.

- The monthly report forms for reporting your PCA fees, are included in the contract, but can also be found at <http://www.pcamerica.org/forms> under the "AWARDED CONTRACTORS ONLY:" Section.
 - Include PO numbers on the report & a copy of the POs sent in with the report, if you have a copy.
 - Submit reports monthly, even if you have had no sales – put "No Activity" on the first line & any prospective customers listed in the area on the bottom.
- For payment of fees, please make check out to "Purchasing Cooperative of America" (not PCAmerica which is our website domain only).
- Reports are due by the 15th of the following month, 2 weeks after the month ends.
 - Ex. the June report is due by July 15th.
- For paying fees: If able, attach the monthly report to the check. Larger companies are sometimes unable, since they usually have a checking dept. or do direct deposit, so we need some kind of assistance in matching amounts to the reports. In the memo or notation area on the check or direct deposit notice, please state what monthly report(s) the check goes with & if you have multiple contracts with us, list which amount goes to which contract.



May 20, 2024

Purchasing Cooperative of America
purchasingcooperativeofamerica@pcamerica.org

Turner & Townsend Heery
10777 Westheimer Rd., Suite 1160
Houston, TX 77042
832-409-4041
www.heery.com

For the attention of Purchasing Cooperative of America

To Whom It May Concern,

Loaded Hourly Rates by Position for Construction Management RFQ #OD-409-24

Turner & Townsend Heery ("Heery") is pleased to provide the following 2024-2025 Loaded Hourly Rates by position for providing Construction Management services associated with RFQ #OD-409-24, effective May 1, 2024.

Loaded Hourly Rates - By Position	2024-2025 Rates*
	Full-Time**
Program Director	\$ 295.00
Principal-In-Charge	\$ 255.00
Senior Project Manager	\$ 225.00
Facility Planner	\$ 225.00
Project Manager	\$ 175.00
Asst. Project Manager	\$ 155.00
QA/QC Manager	\$ 155.00
Estimator	\$ 175.00
Scheduler	\$ 175.00
Project Controls Manager	\$ 175.00
Project Controls Specialist	\$ 145.00

*Rates subject to ~3.5% COL adjustment annually on May 1
**Rates based on full-time, may be higher for part-time / as-needed positions
***Rates applicable for South Central U.S. - Other regions may vary

The hourly rates include standard incidental expenses related to the work, including technology needs for Professionals to efficiently perform their work. Reimbursable Expenses would include all costs and expenses incurred by Heery in connection with the Services, as approved by the Client individually or as included in an approved reimbursable budget, and may include the following expenses: reproduction of drawings; messenger service; overnight delivery; conference calling service charges; Project related travel and mileage; lodging and meals when pre-approved by the Client; freight and shipping costs paid on behalf of the Client; PMIS licensing, setup, implementation, management, and training; and any specific non-recurring charges directly attributable to the Project and pre-approved by the Client.

Thank you for the opportunity, and please call if you have any questions.

Yours faithfully,

Gary Whittle
Director
Turner & Townsend Heery
e: gary.whittle@turntown.com

Certificate Of Completion

Envelope Id: 57C9B62A-EE33-4768-A9C0-D954F7599F5D

Status: Sent

Subject: Council Legislation - Turner & Townsend

Source Envelope:

Document Pages: 107

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

8/26/2025 9:07:37 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication
(None)

Elizabeth Jefferson

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 8/26/2025 9:18:04 AM

Viewed: 8/26/2025 11:04:26 AM

Signed: 8/26/2025 11:05:31 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication
(None)

Dennis Rowland

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.192

Sent: 8/26/2025 11:05:38 AM

Viewed: 8/27/2025 7:21:53 AM

Signed: 8/27/2025 7:22:01 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Sent: 8/27/2025 7:22:10 AM

Viewed: 8/27/2025 10:58:42 AM

Signed: 8/27/2025 10:59:12 AM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2025 10:58:42 AM

ID: f44e30cb-1d04-4b94-8460-e6e0432d311d

Macy Amos

macy.amos@nashville.gov

Security Level: Email, Account Authentication
(None)

Macy Amos

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 8/27/2025 10:59:24 AM

Viewed: 8/27/2025 1:57:18 PM

Signed: 8/27/2025 1:57:39 PM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2025 1:57:18 PM

ID: 5f155299-49ac-44a8-a4c2-18a5f0eafda6

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 8/27/2025 1:57:50 PM

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 8/26/2025 4:03:27 PM
ID: 4653f1b5-282f-4992-9d16-6dc276add551

Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 8/27/2025 1:57:18 PM
ID: 5f155299-49ac-44a8-a4c2-18a5f0eafda6

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 8/26/2025 10:26:47 AM
ID: 6a0f572d-06b0-4112-add7-fe60bcd2be40

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/26/2025 9:18:04 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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