

# Proposal Form Checklist

## The following documents must be submitted with the Proposal

---

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

**PROPOSAL FORM 1: ATTACHMENT B - PRICING**

### QUESTIONNAIRE & EVALUATION CRITERIA:

**PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### OTHER REQUIRED PROPOSAL FORMS:

**PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

**PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**

**PROPOSAL FORM 5: DEBARMENT NOTICE**

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**

**PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**

**PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

**PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**

**PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

**PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

**PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

**PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

**PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**

**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**

**PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

(The rest of this page is intentionally left blank)

**PROPOSAL FORM 1: ATTACHMENT B – PRICING**

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

(The rest of this page is intentionally left blank)

## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Patriot Construction Management
	<i>What is the mailing address of your company's headquarters?</i>	44 Grant 65 Sheridan, AR 72150
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Jeremy Hill, VP of Operations <a href="mailto:Jeremy.hill@roofconnect.com">Jeremy.hill@roofconnect.com</a> 877-942-5613
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes
	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	No
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes

	<p><i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i></p>	<p>Our pricing strategy starts with Manufacturer Suggested Retail Price (MSRP). Patriot Construction Management (PCM), as a reseller of certain products and services, receives a standard discount off of MSRP to determine what our costs are. From there, PCM will place a markup on these products and services to determine final selling price. The markup placed on products can be dependent on volume purchases or guaranteed minimum purchases.</p>
<p>Payment methods</p>	<p><i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i></p>	<p>PCM has a fully staffed invoicing department that will provide the monthly sales report for this agreement. PCM uses an online database that tracks all projects and work orders by client. We have collaborated with Equalis Group employees to produce a monthly report detailing the project location, Equalis Group's Certified Proposal Numbers, sales total, collection status, and Equalis Group fee. Any additional information can be added to the report at the request of Equalis Group personnel. All invoicing activities will be submitted through PCM's online database system in order to allow for one point of contact for monthly sales reporting. PCM uses a centralized billing approach in order to simplify the process for our clients. All PCM contractors have access to our work order management system where client invoices are created and stored. The contractor creates the invoice with supporting documents required for the type of work performed. PCM accounting personnel will review the invoice and contract terms to verify the invoice for accuracy to the contract terms. Upon the complete review, the invoice package will be assembled and sent to the Equalis Group member for payment. PCM's standard payment terms are net 30, unless different terms have been negotiated.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p>No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination</p>	
<p><b>Performance Capability (25 Points)</b></p>		
<p>Ability to deliver, design, and install products and services</p>	<p><i>Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i></p>	<p>PCM provides Physical Security Solutions and Services, Managed IT Solutions and Services, and IT Networking Solutions and Services. We partner with Best-of-Breed manufactures who are in the top 2 of their respective industries in terms of technical capabilities and sales volumes. We also believe in open architecture while avoiding proprietary systems as to protect our client's investments long term. Every solution we design and install is done so with Cyber Security in mind. We offer complete engineering and commissioning services for all Physical and IT solutions. We also provide professional CAD Drawings of every system, so the end user has a living record of how their system is designed and commissioned.</p> <p>Physical Security Solutions Include but are not limited to:</p> <ul style="list-style-type: none"> <li>• IP Video Surveillance</li> <li>• Access Control</li> <li>• Turnstiles</li> <li>• Alarm Systems</li> <li>• Visitor Management</li> <li>• Metal Detectors</li> <li>• Facial Recognition</li> <li>• License Plate Recognition</li> <li>• Gun Shot Detection</li> <li>• Sound Analytics</li> <li>• Mass Notification</li> <li>• Panic Buttons</li> <li>• Public View Monitors</li> <li>• Video Analytics</li> </ul>

		<p>Managed IT and Networking Solutions include:</p> <ul style="list-style-type: none"> <li>• Wired &amp; Wireless Solutions</li> <li>• Cloud Managed Wired &amp; Wireless Networking</li> <li>• Server &amp; Storage Solutions</li> <li>• Network Management</li> <li>• Network Analytics</li> <li>• Firewalls</li> <li>• Wayfinding</li> <li>• Asset Tracking</li> <li>• Hosted IT Solutions</li> <li>• IT Design and Consulting</li> <li>• Telephony</li> </ul>
	<p><i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i></p>	<p>Patriot Construction Management, a division of RoofConnect Logistics, Inc., offers services in all 50 states</p>
	<p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p>	<p>PCM provides Security/IT services nationwide with offices located in Arkansas, Arizona, Alabama, California, Colorado, Georgia, Kentucky, Ohio, Nebraska, and Texas.</p>
<p>Security monitoring and response capabilities</p>	<p><i>Describe your monitoring services, including the location (s) of monitoring centers, backup infrastructure in case of a disaster, proficiency of associates performing the monitoring services, and any other relevant information about your capabilities.</i></p>	<p>PCM utilizes a centralized Network Operations Center (NOC) as part of our managed services offering. The NOC monitors all IT Systems including but not limited to Firewalls, Network Switches, Servers, Workstations, Laptop and Mobile Devices, Physical Security Cameras and Sensors, Access Control Panels and Power Supplies, Card Readers. The remote monitoring tools we use are 24x7 operational and have full reporting and audit capabilities. Not only do these systems monitor the uptime and health of each device, but they also monitor for Cyber Attacks and unauthorized access. We use cloud-based tools for our monitoring, hosted in multiple data centers and replicated to ensure services are always on.</p> <p>PCM also provides 24x7x365 Alarm Monitoring Services using a 3<sup>rd</sup> party provider. This provider only does alarm monitoring and is highly specialized with multiple locations located in the Eastern US and Western US. The alarm monitoring centers are fully redundant with multiple telecom carries being utilized to ensure high availability at all times.</p>
	<p><i>Provide key metrics on uptime for monitoring and any guarantees provided to customers</i></p>	<p>This will depend on the SLA's that are required by an end user. PCM is capable of providing up to 4-hour SLAs. All service tickets are tracked and reported on for measuring response and uptime requirements. Quarterly business reviews are completed with end users and data is presented to demonstrate that SLA response times are being met.</p>
	<p><i>Provide key metrics or other background information regarding response times and how you contact and support emergency responders until an incident is resolved.</i></p>	<p>PCM uses a Professional Services Automation tool (PSA) purposely built for IT Companies. All requests for service are to be sent by the end user via email or phone call. The request automatically generates service tickets. The end user will receive an email confirmation that their request has been received. PCM is able to solve over 90% of service ticket requests remotely before having to dispatch a service technician to the site. This keeps our resolution rates very high and Net Promoter score much higher than industry averages.</p>

History of meeting the delivery, installation, and maintenance timelines	<i>Outline the typical installation process, anticipated timelines and any ongoing maintenance that may be required.</i>	<p>The typical process once a project has been awarded to PCM, is to first assemble a Projects Team. This team will consist of one Account Representative, Project Manager, Systems Engineer, Field Installation Manager and Executive Sponsor. The project manager will begin by gathering all relevant information and build a schedule of events. They will establish communication protocols with escalation paths. Kickoff meetings both internally and with the end users will be scheduled and held. Once timelines are set and alignment occurs on project expectations, materials are ordered, and technical resources are scheduled and introduced to the project. These initial tasks can happen within days of receipt of order if that is required and has been communicated. Coordination for deliveries of materials and arrival of technical resources are done by the PM in collaboration with the end user PM. PCM uses Smart Sheets to build the project plan, schedule and task list. Smartsheets is updated daily marking off completed tasks and milestones. Projects are executed with oversight by the PM's and Executive Sponsors.</p> <p>Ongoing maintenance would be handled separately from the project via a Managed Services Agreement with SLA's detailed out. This agreement can be executed during the project operations or shortly after project completion.</p>
Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests. This question is specifically for the maintenance of newly installed or existing systems and not intended to address emergency security incidents which is already addressed above.</i>	PCM offers a 1-year workmanship warranty. If a system or part fails within that warranty period, Patriot will handle the issue accordingly. We do recommend that the end user enter into a Managed Services Agreement upfront, as this will dictate our response times on warranty items. Once the warranty period has expired, the terms of the SLA that the end user has agreed to will dictate how requests for service are processed. All service requests, standard or emergency requests will come in the same way through our PSA via email or call to our 24/7 Customer Service Department. Tickets are prioritized immediately upon receipt and forwarded to the appropriate service coordinator to begin the process of resolving the issue.
Return and restocking policy and applicable fees	<i>Please describe your company's return and restocking policy, including any commitments necessary for services and fees for agencies to end services early.</i>	Typically, PCM will pass on restocking fees from our Vendors should materials not be need for a project because the end user either changes scope or cancels the project. PCM does not have restocking fees of our own. Should a project scope be reduced or terminated early, PCM will look to bill and be paid for all materials delivered and not returned and any services rendered up to that point of termination.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	Patriot Construction Management's Customer Service Specialists are on call 24/7/365. A call center is never used.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed refence letters</i>	Financial statements included in Appendix A.
	<i>What was your annual sales volume over last three (3) years?</i>	<p>2021: \$95M</p> <p>2020: \$65M</p> <p>2019: \$103M</p>
Capabilities related to ordering, returns, reporting, and overall website ease-of-use	<i>Provide relevant information regarding your ordering process and overall implementation.</i>	<p>For projects less than \$250K and material only quotes, PCM will accept purchase orders, signoff on our proposal document, contracts, and Master Service Agreements.</p> <p>For larger projects, PCM would prefer either an MSA to be in place or a project specific contract for each project.</p>

Training & Implementation	<i>Describe training or support you provide to help agencies through the ordering process and to take advantage of bulk buys or other special offers.</i>	PCM will work with each client to develop a training plan specific to their needs. Training can be completed via web-based conference call or in person seminar.
	<i>Outline any implementation or other resources you provide to help onboard customers, including but not limited to setting up ordering processes, installation of furniture/copiers/hardware/etc., or setting up maintenance if necessary</i>	PCM will work with each client to develop a training plan specific to their needs. Training can be completed via web-based conference call or in person seminar.
Security protocols	<i>Describe security protocols in place, including cybersecurity and the safe transmission of data</i>	Network access is controlled by Microsoft Active Directory and Remote Access is also controlled by Sophos VPN. Sensitive data is not to be stored on any device and sensitive information is conveyed via encrypted email. All computers are protected by antivirus software.
Integration with other platforms	<i>Describe any integrations your organization can provide with other platforms.</i>	PCM does and can provide integrations between disparate systems such as video surveillance systems with card access systems along with workflow systems and HR systems.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	PCM will tailor any report or invoicing requirements to meet the requirements of Equalis Group and/or the eligible agency. By working with a diverse national client base, PCM has developed processes and procedures to meet similar requirements for each client. PCM has the ability to produce certified payroll reports, or any other reports deemed necessary by Equalis Group or its members.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	0.82
<b>Qualification and Experience (25 Points)</b>		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	Patriot Construction Management utilizes our parent company RoofConnect's website: <a href="http://www.roofconnect.com">www.roofconnect.com</a>
	<i>Please provide a brief history of your company, including the year it was established.</i>	Patriot Construction Management (PCM) officially incorporated in 2021. However, the PCM business began operations in 2020 as an internal construction management division of RoofConnect Logistics, Inc. The construction management program started as a value-add offering to RoofConnect's United States Postal Service (USPS) PMSC contract. The value-add provided by the newly formed construction division continued to grow through USPS opportunities focused on construction management and project oversight for various scopes of work including but not limited to security/IT services, security camera installation, and site security assessments. As the scope of services broadened RoofConnect needed to separate the construction management division from the traditional RoofConnect offering. RoofConnect created a separate business entity, Patriot Construction Management, to focus on the construction and security/IT related opportunities within the Federal Government, Public Sector and National Accounts. PCM is based out of Sheridan, AR with shared office space, shared customer support staff, and shared sales team with RoofConnect. This approach will provide a seamless and immediate contract launch with staff that is familiar with the cooperative approach.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>	PCM's parent company, RoofConnect Logistics, Inc. currently has contracts in place with Region 10 through Equalis.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager</i>	Key Personnel & Resumes included in Appendix B.

	* Marketing * Billing, reporting & Accounts Payable	
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?  What is your strategy to increase market share in the public sector?	2021: \$16M 2020: \$7.3M 2019: \$5.7M  Marketing plan included in Appendix C.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.	No
Minimum of 5 public sector customer references relating to the products and services within this RFP	Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume	References included in Appendix D.
Certifications in the Industry	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable	Licenses included in Appendix E.
Company profile and capabilities	What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other	Patriot Construction Management is considered a Value-Add Reseller.
Other factors relevant to this section as submitted by the Respondent	If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.  Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.	No
<b>MWBE Status and/or Program Capabilities (10 Points)</b>		



<p>MWBE status, subcontractor plan, and/or joint venture program</p>	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p>	<p>No</p>
	<p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p>	<p>No</p>
<p>Please attach any certifications you have as part of your response to Form 6.</p>		
<p>Good faith efforts to involve MWBE subcontractors in response</p>	<p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	<p>No</p>
<p>Demonstrated ongoing MWBE program</p>	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	<p>PCM is a professional construction management organization. We recognize the need for complete regional/national coverage of consistent superior service from the most reputable, trustworthy, independent contractors within the construction and IT industry. Our partners are required to be actively engaged in contracting for their respective industries. In addition, partners must meet the following criteria:</p> <ul style="list-style-type: none"> <li>• Independently owned and operated</li> <li>• Recognized in the industry as consistently providing a high level of customer service</li> <li>• Have maintained a record of stability during its years of operation</li> <li>• Have demonstrated high standards of ethical business conduct</li> <li>• Have experienced construction/IT personnel in its employ</li> <li>• Maintain a dedicated service department or group and designate a specific contact person for maintenance and repair related services</li> <li>• Be recognized by leading product manufacturers as a quality contractor in their respective construction/IT industry</li> <li>• Meet such other criteria as may be established from time to time by Patriot</li> </ul> <p>At PCM, we are committed to working with diverse-owned businesses. It is vital to PCM to have partnerships with viable and capable contractors that provide us with a competitive advantage and provide our customers with services and experiences they require. PCM partners with diverse owned contractors throughout the US in order to provide opportunities to the contractors, as well as meet existing clients' diversity programs. PCM continues to explore opportunities for our customers and our diverse Member Contractors to provide the best service to fit their roofing needs.</p>
<p><b>Commitment to Service Equalis Group Members (10 Points)</b></p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p>Creating awareness begins with the Patriot Construction Management (PCM) brand campaign, which will be launched after award of contract within 45 days. Our focus is to build awareness of PCM and Equalis Group, promoted to all audiences across all marketing initiatives including public relations press releases, internal communications / training, electronic marketing, website, social media, targeted advertising, direct marketing, co-branded collateral and numerous communication vehicles.</p>

		<p>Patriot Construction Management will coordinate the following marketing plan upon award:</p> <ol style="list-style-type: none"> <li>A. A co-branded press release within 45 days.</li> <li>B. Announcement of award through any applicable social media sites.</li> <li>C. Direct mail campaigns in conjunction with Equalis Group’s marketing team.</li> <li>D. Co-branded collateral pieces.</li> <li>E. Advertisement of contract in regional or national publications.</li> <li>F. Participation in trade shows.</li> <li>G. Dedicated Equalis Group and Region 10 ESC internet website page with: <ul style="list-style-type: none"> <li>Equalis Group and Region 10 ESC Logo</li> <li>Link to Equalis Group and Region 10 ESC website</li> <li>Summary of contract and services offered</li> <li>Due Diligence Documents including: copy of solicitation, copy of contract and any amendments, marketing materials.</li> </ul> </li> <li>H. Announcement within your firm, including training of the agreement with your national sales force.</li> <li>I. Marketing the agreement to new and existing K-12, Higher Education, City/County and State Entities, and Government customers.</li> </ol>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>The continued training of the PCM sales and marketing team is critical for the continued growth of this contract. Consequently, successes will come from educating and motivating all sales and marketing personnel to promote the contract. To this end, we plan on the following steps:</p> <ul style="list-style-type: none"> <li>■ Training seminars and webinars for continuing education</li> <li>■ Creation of PowerPoint presentation for consistent messaging</li> <li>■ Use of our Parent Company’s National Customer Database for posting articles, selling tips and success stories internally to all of our shareholders across the country</li> <li>■ Annual training at Equalis Group Headquarters</li> <li>■ PCM weekly sales meetings to discuss opportunities and strategies</li> <li>■ Two-day quarterly sales meetings</li> <li>■ Currently under contract with Sandler trainer to help grow Equalis Group business</li> </ul> <p>The next phase of training will include PCM Contractors and Strategic Manufacturer Partners. This training will be accomplished by efforts of the PGM, the Equalis Group Representative and the Patriot personnel. Lastly, introduction of the Equalis Group contract will be executed by all members of the team to the Equalis Group members and prospects so that contract success is achieved.</p>
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Yes</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p> <p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>Patriot Construction Management has the ability to report monthly sales to Equalis Group.</p> <p>Patriot Construction Management’s parent company, RoofConnect Logisitcs, Inc., has current contracts with Equalis Group, OMNIA Partners, TIPS, and Sourcewell.</p>

Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	PCM will offer to any member of the Equalis Group access to training and special dedicated sessions for their staff. This can also include seminars performed on location with advanced scheduling.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	Patriot Construction Management has a combined sales force of 15 representatives. Reps are located in Arkansas, Texas, Kentucky, Alabama, Pennsylvania, Colorado, Georgia, Ohio, and Nebraska.

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

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

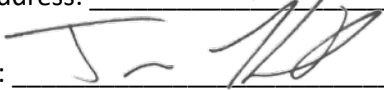
**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

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

Potential Vendor: Patriot Construction Management

Title of Authorized Representative: VP of Operations

Mailing Address: 44 Grant 65, Sheridan, AR 72150

Signature: 

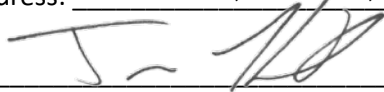
**PROPOSAL FORM 5: DEBARMENT NOTICE**

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

Potential Vendor: Patriot Construction Management

Title of Authorized Representative: VP of Operations

Mailing Address: 44 Grant 65, Sheridan, AR 72150

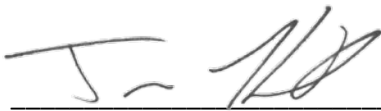
Signature: 

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

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

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

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



Signature of Respondent

3/4/22

Date

**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

**Contractor’s Employment Eligibility**

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

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

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

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

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.


---

**Fingerprint & Criminal Background Checks**

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

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

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

  
\_\_\_\_\_  
Signature of Respondent

3/4/22  
\_\_\_\_\_  
Date



**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

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

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

**VENDOR** Patriot Construction Management

**ADDRESS** 44 Grant 65

Sheridan, AR 72150

**PHONE** 877-942-5613

**FAX** \_\_\_\_\_

**RESPONDANT**

  
\_\_\_\_\_  
Signature

Jeremy Hill  
Printed Name

VP of Operations  
Position with Company

**AUTHORIZING OFFICIAL**

  
\_\_\_\_\_  
Signature

Jeremy Hill  
Printed Name

VP of Operations  
Position with Company

## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that 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 to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? JH  
(Initials of Authorized Representative)

**TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? JH  
(Initials of Authorized Representative)

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Patriot Construction Management - 44 Grant 65 \_\_\_\_\_ Company Name Address

Sheridan, AR 72150 \_\_\_\_\_ State Zip City

## PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

### 1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? JH

(Initials of Authorized Representative)

### 2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience

of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? JH

(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? JH

(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree? JH

(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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? JH

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency’s 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? JH

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? JH

(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?   JH  

(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree?   JH  

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree?   JH  

(Initials of Authorized Representative)



**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree?  JH

(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree?  JH

(Initials of Authorized Representative)

**13. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree?  JH

(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

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

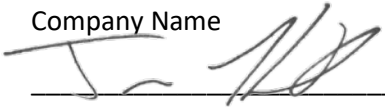
Does vendor agree?  JH

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Patriot Construction Management

Company Name



Signature of Authorized Company Official

Jeremy Hill

Printed Name

VP of Operations

Title

3/4/22

Date

## **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

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

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

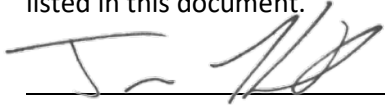
**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition,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

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

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

A handwritten signature in black ink, appearing to be "J. N.", written over a horizontal line.

3/4/22

Signature of Respondent

Date

**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

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

**Company Name:** Patriot Construction Management

**Street:** 44 Grant 65

**City, State, Zip Code:** Sheridan, AR 72150

**Complete as appropriate:**

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

**OR:**

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

**OR:**

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

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

Name	Address	Interest
David Workman - 44 Grant 65, Sheridan, AR 72150		49%
Board of Trustess - 44 Grant 65, Sheridan, AR 72150		51%

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



**Authorized Signature and Title**

3/4/22  
**Date**

**PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

**Company Name:** Patriot Construction Management

**Street:** 44 Grant 65

**City, State, Zip Code:** Sheridan, AR 72150

State of ~~New Jersey~~ Arkansas

County of Grant

I, Jeremy Hill of the Sheridan  
Name City

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

I am the VP of Operations of the firm of Patriot Construction Management  
Title Company Name

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

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

Patriot Construction Management  
Company Name

  
VP of Operations  
Authorized Signature & Title

Subscribed and sworn before me

this 4 day of March, 2022

Rachel Mooney  
Notary Public of New Jersey  
My commission expires 9/11, 2022

SEAL

**PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

Company Name: Patriot Construction Management

Street: 44 Grant 65

City, State, Zip Code: Sheridan, AR 72150

**Bid Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

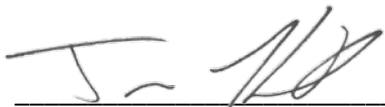
- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
- 2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_  
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

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



VP of Operations

**Authorized Signature and Title**

3/4/22

**Date**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not

be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

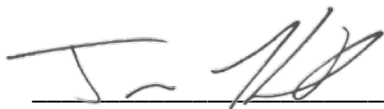
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these



regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in black ink, consisting of several stylized, overlapping strokes, positioned above a horizontal line.

Signature of Procurement Agent

## PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

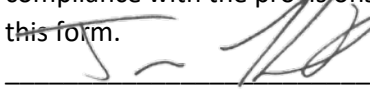
Required Pursuant To N.J.S.A. 19:44A-20.26

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

**Part I – Vendor Information**

Vendor Name:	Patriot Construction Management		
Address:	44 Grant 65		
City:	Sheridan	State:	AR
		Zip:	72150

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



Jeremy Hill  
Printed Name

VP of Operations  
Title

**Part II – Contribution Disclosure**

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/a			\$

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



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

**Check the box that represents the type of business organization:**

Partnership

Sole Proprietorship

Limited Liability Partnership

Corporation

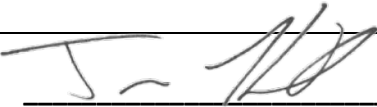
Limited Partnership

Limited Liability Corporation

Subchapter S Corporation

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

Stockholders:

Name: David Workman	Name: Board of Trustees
Home Address: 44 Grant 65, Sheridan, AR 72150	Home Address: 44 Grant 65, Sheridan, AR 72150
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>4</u> day of <u>March</u> , 2022	 _____ (Affiant)
(Notary Public)	<u>Jeremy Hill, VP of Operations</u> (Print name & title of affiant)
My Commission expires: 9/11/26	(Corporate Seal)

**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

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

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

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

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

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

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*



**PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**

**Requirements for Master Agreement To be administered by Equalis Group**

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. *(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. *(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

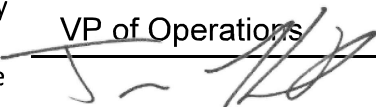
3/4/22  
Date

  
Authorized Signature & Title VP of Operations

**PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**


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

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name Patriot Construction Management  
Address 44 Grant 65  
City/State/Zip Sheridan, AR 72150  
Telephone No. 877-942-5613  
Fax No. \_\_\_\_\_  
Email address tony.zircher@patriotccm.com  
Printed name Jeremy Hill  
Position with company VP of Operations  
Authorized signature 

Term of contract March 1, 2022 to February 28, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
Jana Melsheimer (Apr 20, 2022 10:36 CDT)  
Region 10 ESC Authorized Agent

4/20/22  
Date

Dr. Jana Melsheimer  
Print Name

Equalis Group Contract Number R10-1129C



Request for Proposal # R10-1129 For:  
Building Security & Fire Safety Solutions

# **Appendix A**

## **Financial Statements**

# RoofConnect

## Profit and Loss

January - December 2021

	<b>Total</b>
<b>Income</b>	
<b>1000 Membership Dues</b>	
1020 Baseline Dues	254,500.00
<b>Total 1000 Membership Dues</b>	<b>\$ 254,500.00</b>
1025 Rebate Revenue	478,341.56
<b>1100 Direct Service Fees</b>	
1110 RoofConnect to Member	733.70
<b>Total 1100 Direct Service Fees</b>	<b>\$ 733.70</b>
1150 Mgmt Service Agreement Revenue	120,000.00
<b>1200 Members Gross Invoices</b>	
1210 MGI - Emergency Service	221,061.41
1220 MGI - Preventative Maintenance	24,164.88
1225 MGI - Federal	4,956,884.07
1230 MGI - General Services	1,417,573.75
1235 MGI - Leak Service	7,940,325.94
1245 MGI - Recommended Action	11,132,797.58
1247 MGI - Snow Service	761,117.30
1274 MGI - Repair Kit	142.35
1275 MGI - Re-Roof	42,495,280.56
<b>1276 MGI - Solar</b>	
1277 MGI - Solar Installation	213,256.40
1278 MGI - Solar Materials	369,492.42
1279 MGI - Solar Inspection	396,464.34
<b>Total 1276 MGI - Solar</b>	<b>\$ 979,213.16</b>
1282 MGI - Painting	267,780.57
1290 MGI - Surveys	630,066.87
1292 Consulting Services	63,435.23
1293 Cooperative Bidding	16,227,922.26
1294 Annual Maintenance Agreement	46,275.00
1299 MGI - Material Receipts	8,559,949.24
<b>Total 1200 Members Gross Invoices</b>	<b>\$ 95,723,990.17</b>
<b>Total Income</b>	<b>\$ 96,577,565.43</b>
<b>Cost of Goods Sold</b>	
<b>1300 Members Net Invoices</b>	
1310 MB - Emergency Service	177,762.36
1320 MB - Preventative Maintenance	19,774.83
1325 MB - Federal	4,296,335.97
1330 MB - General Services	1,183,596.26
1335 MB - Leak Service	6,411,835.33
1345 MB - Recommended Action	9,073,161.54
1347 MB - Snow Service	596,925.66

1374 MB - Repair Kit	0.00
1375 MB - Re-Roof	41,009,553.75
1376 MB - Solar	
1377 MB - Solar Installation	206,490.50
1378 MB - Solar Materials	313,995.87
1379 MB - Solar Inspection	352,757.31
<b>Total 1376 MB - Solar</b>	<b>\$ 873,243.68</b>
1382 MB - Painting	253,083.50
1390 MB - Surveys	484,023.13
1392 Consulting - COGS	57,091.50
1393 Cooperative Bidding	14,805,660.15
1394 Annual Maint Agreement - COGS	61,103.06
1399 MB - Material Purchases	8,558,949.24
<b>Total 1300 Members Net Invoices</b>	<b>\$ 87,862,099.96</b>
<b>Total Cost of Goods Sold</b>	<b>\$ 87,862,099.96</b>
<b>Gross Profit</b>	<b>\$ 8,715,465.47</b>
<b>Expenses</b>	
1400 Service Channel charges	2,464.72
2000 Advertising & Promotional	7,562.23
2010 Literature & Sales Aids	18,092.74
2020 Trade Shows	31,375.94
2025 Meetings	85,758.05
2030 Misc. Advertising & Promotional	59,827.17
2040 Website Development	3,600.00
<b>Total 2000 Advertising &amp; Promotional</b>	<b>\$ 206,216.13</b>
2100 Bad Debts	2,201.07
2140 Adj of Direct Buy Invoices	-9,471.74
2145 Customer Adjustments	168,169.27
2150 Member Adjustments	56,280.35
2200 Banking Charges	1,812.62
2220 Visa Charges	-41,283.09
<b>Total 2200 Banking Charges</b>	<b>-\$ 39,470.47</b>
2300 Computer Expenses	
2310 Computer Equipment	9,089.05
2320 Computer Maintenance Contract	82,039.49
2330 Computer Software	33,346.71
2350 Miscellaneous Computer Expense	35.00
2370 Dataforma Fees	21,038.54
2375 Salesforce	115,877.52
<b>Total 2300 Computer Expenses</b>	<b>\$ 261,426.31</b>
2400 Depreciation	139,003.35
2500 Donations	14,896.77
2600 Dues & Subscriptions	193,458.94
2700 Income Taxes	
2710 CA Franchise Tax	823.00
2760 Texas Franchise Taxes	3,257.73
2780 Arkansas State taxes	1,959.05

2792 Sales Tax -- Washington	6,908.15
2799 Taxes expense- Other	566.00
<b>Total 2700 Income Taxes</b>	<b>\$ 13,513.93</b>
<b>2800 Insurance</b>	12,096.72
2810 D & O Liability Ins.	16,179.00
2820 Errors & Omissions Liability	17,980.92
2830 General Liability	47,420.48
2840 Workers Comp Insurance	626.00
<b>Total 2800 Insurance</b>	<b>\$ 94,303.12</b>
<b>2900 Meals and Entertainment</b>	64.95
<b>3100 Office Expenses</b>	
3110 Misc. Office Expenses	53,868.44
3120 Office Equipment	1,009.66
3130 Office Supplies	9,123.70
3150 Printing and Copying	5,746.75
3160 Repair & Maintenance	16,091.01
3170 Shipping (UPS, U.S. Mail)	6,344.49
3180 Allied Waste	3,577.24
3190 Arkansas Protection Services	1,261.28
3195 Direct TV	1,934.52
3196 Janitorial Expense	18,048.67
3197 Personal Property Taxes	9,828.06
<b>Total 3100 Office Expenses</b>	<b>\$ 126,833.82</b>
<b>3200 Payroll</b>	
3210 Auto Allowance	99,942.72
3220 Health Advantage	224,784.47
3222 Long Term Disability Insurance	14,006.76
3225 Delta Dental Insurance	14,195.34
3227 Vision Insurance	760.36
3235 401K Contribution	125,480.93
3236 401K Fees	3,098.13
3241 Life Insurance	5,322.81
3250 Commissions	1,906,831.15
3260 Payroll Processing Fees	43,400.37
3270 Salaries	3,331,055.59
3271 Overtime	32,788.95
3272 NIGHT SHIF	14,840.00
3273 PTO/Vacation	27,925.01
3274 Sick Pay	1,851.64
<b>Total 3270 Salaries</b>	<b>\$ 3,408,461.19</b>
3290 Workers Compensation Premium	11,820.01
<b>Total 3200 Payroll</b>	<b>\$ 5,858,104.24</b>
<b>3300 Payroll Taxes</b>	
3330 Federal Taxes (941)	365,849.10
<b>Total 3300 Payroll Taxes</b>	<b>\$ 365,849.10</b>
<b>3400 Premises Expense</b>	93,816.32
3410 Utilities	14,520.35

3420 Lawn Care	5,765.00
<b>Total 3400 Premises Expense</b>	<b>\$ 114,101.67</b>
<b>3500 Professional Services</b>	
3510 Accounting Fees	11,717.82
3520 Legal Expenses	2,365.50
3521 Legal Expense - Retainer	15,000.00
3522 Legal Expense - Services	13,188.01
<b>Total 3520 Legal Expenses</b>	<b>\$ 30,553.51</b>
3525 Empl Training and Development	227,800.92
3530 Other Consulting Fees	66,848.64
<b>Total 3500 Professional Services</b>	<b>\$ 336,920.89</b>
<b>3600 Telecommunications Expenses</b>	
3620 Internet Charges	12,080.81
3630 Local Telephone	40,505.33
3640 Long Distance Telephone	4,196.87
3650 Mobile Phone	51,123.05
<b>Total 3600 Telecommunications Expenses</b>	<b>\$ 107,906.06</b>
<b>3700 Travel Expenses</b>	
3710 Airfares	59,964.30
3720 Auto Expense Reimbursement	59,636.10
3730 Lodging	61,578.22
3740 Meals & Entertainment	52,071.44
3750 Miscellaneous	41,719.75
3760 Rental Cars & Taxis	11,393.77
<b>Total 3700 Travel Expenses</b>	<b>\$ 286,363.58</b>
<b>Total Expenses</b>	<b>\$ 8,299,136.06</b>
<b>Net Operating Income</b>	<b>\$ 416,329.41</b>
<b>Other Income</b>	
4000 Interest Earned	46,670.47
4010 Other Income	934,700.00
4030 Gain/(Loss)- Disposal of Assets	225.00
<b>Total 4010 Other Income</b>	<b>\$ 934,925.00</b>
<b>Total Other Income</b>	<b>\$ 981,595.47</b>
<b>Other Expenses</b>	
9100 FSA Expense/(Gain)	-856.31
9200 Other Expense	
3230 Bonus	917,250.00
<b>Total 9200 Other Expense</b>	<b>\$ 917,250.00</b>
<b>Total Other Expenses</b>	<b>\$ 916,393.69</b>
<b>Net Other Income</b>	<b>\$ 65,201.78</b>
<b>Net Income</b>	<b>\$ 481,531.19</b>



# RoofConnect

## Profit and Loss

January - December 2020

	<b>Total</b>
<b>Income</b>	
1000 Membership Dues	
1020 Baseline Dues	271,000.00
<b>Total 1000 Membership Dues</b>	<b>\$ 271,000.00</b>
1025 Rebate Revenue	277,596.07
1100 Direct Service Fees	
1110 RoofConnect to Member	285.52
<b>Total 1100 Direct Service Fees</b>	<b>\$ 285.52</b>
1200 Members Gross Invoices	
1210 MGI - Emergency Service	108,992.36
1220 MGI - Preventative Maintenance	140,782.89
1225 MGI - Federal	766,516.08
1230 MGI - General Services	1,008,720.98
1235 MGI - Leak Service	8,132,380.12
1245 MGI - Recommended Action	11,595,611.10
1247 MGI - Snow Service	95,226.81
1248 MGI - Roof Hatch	2,884.50
1275 MGI - Re-Roof	29,053,825.56
1276 MGI - Solar	
1277 MGI - Solar Installation	181,433.09
1278 MGI - Solar Materials	589,182.95
1279 MGI - Solar Inspection	82,975.62
<b>Total 1276 MGI - Solar</b>	<b>\$ 853,591.66</b>
1290 MGI - Surveys	1,208,467.02
1292 Consulting Services	70,110.50
1293 Cooperative Bidding	7,309,086.99
1294 Annual Maintenance Agreement	104,620.00
1298 Parking Lot	0.00
1299 MGI - Material Receipts	3,906,506.36
<b>Total 1200 Members Gross Invoices</b>	<b>\$ 64,357,322.93</b>
<b>Total Income</b>	<b>\$ 64,906,204.52</b>
<b>Cost of Goods Sold</b>	
1300 Members Net Invoices	
1310 MB - Emergency Service	88,235.66
1320 MB - Preventative Maintenance	115,004.12
1325 MB - Federal	670,728.25
1330 MB - General Services	838,421.27
1335 MB - Leak Service	6,571,811.11
1345 MB - Recommended Action	9,309,680.56
1347 MB - Snow Service	69,359.05
1348 MB - Roof Hatch	2,250.55

1375 MB - Re-Roof	27,642,733.84
1376 MB - Solar	
1377 MB - Solar Installation	157,839.54
1378 MB - Solar Materials	493,997.59
1379 MB - Solar Inspection	70,245.25
<b>Total 1376 MB - Solar</b>	<b>\$ 722,082.38</b>
1390 MB - Surveys	1,054,181.49
1392 Consulting - COGS	63,196.11
1393 Cooperative Bidding	6,038,530.41
1394 Annual Maint Agreement - COGS	94,389.48
1398 Parking Lot - COGS	0.00
1399 MB - Material Purchases	3,906,506.16
<b>Total 1300 Members Net Invoices</b>	<b>\$ 57,187,110.44</b>
<b>Total Cost of Goods Sold</b>	<b>\$ 57,187,110.44</b>
<b>Gross Profit</b>	<b>\$ 7,719,094.08</b>
<b>Expenses</b>	
1400 Service Channel charges	1,898.49
2000 Advertising & Promotional	
2010 Literature & Sales Aids	-13,183.17
2020 Trade Shows	55,113.15
2025 Meetings	12,498.46
2030 Misc. Advertising & Promotional	40,677.93
<b>Total 2000 Advertising &amp; Promotional</b>	<b>\$ 95,106.37</b>
2100 Bad Debts	22,344.74
2140 Adj of Direct Buy Invoices	-16,187.69
2145 Customer Adjustments	107,738.48
2150 Member Adjustments	162,792.12
2200 Banking Charges	1,018.05
2220 Visa Charges	-28,436.49
<b>Total 2200 Banking Charges</b>	<b>-\$ 27,418.44</b>
2300 Computer Expenses	
2310 Computer Equipment	6,752.69
2320 Computer Maintenance Contract	62,411.11
2330 Computer Software	69,315.44
2350 Miscellaneous Computer Expense	265.16
2360 Web Hosting	0.00
2370 Dataforma Fees	22,401.35
2375 Salesforce	40,796.12
<b>Total 2300 Computer Expenses</b>	<b>\$ 201,941.87</b>
2400 Depreciation	102,502.78
2500 Donations	20,665.10
2600 Dues & Subscriptions	134,450.25
2700 Income Taxes	
2730 Federal-Corp. Income Taxes	4,190.00
2780 Arkansas State taxes	-1,092.88
2792 Sales Tax -- Washington	14,830.33
<b>Total 2700 Income Taxes</b>	<b>\$ 17,927.45</b>

2800 Insurance	7,474.64
2810 D & O Liability Ins.	14,371.36
2820 Errors & Omissions Liability	12,673.97
2830 General Liability	45,702.19
<b>Total 2800 Insurance</b>	<b>\$ 80,222.16</b>
<b>3100 Office Expenses</b>	
3110 Misc. Office Expenses	-8,391.22
3120 Office Equipment	723.98
3130 Office Supplies	12,145.25
3150 Printing and Copying	5,618.29
3160 Repair & Maintenance	6,262.95
3170 Shipping (UPS, U.S. Mail)	11,594.08
3180 Allied Waste	2,236.75
3190 Arkansas Protection Services	724.36
3195 Direct TV	2,367.65
3196 Janitorial Expense	17,509.38
3197 Personal Property Taxes	9,516.55
<b>Total 3100 Office Expenses</b>	<b>\$ 60,308.02</b>
<b>3200 Payroll</b>	
3210 Auto Allowance	117,715.15
3220 Health Advantage	290,404.23
3225 Delta Dental Insurance	24,202.09
3227 Vision Insurance	799.96
3235 401K Contribution	101,867.35
3236 401K Fees	2,346.00
3241 Life Insurance	7,130.26
3250 Commissions	1,223,847.40
3260 Payroll Processing Fees	42,408.16
3270 Salaries	3,434,827.37
3271 Overtime	22,569.58
3272 NIGHT SHIF	16,080.00
3273 PTO/Vacation	16,105.14
3274 Sick Pay	6,414.77
<b>Total 3270 Salaries</b>	<b>\$ 3,495,996.86</b>
3281 Subcontracted Employees	14,315.28
3290 Workers Compensation Premium	18,542.25
<b>Total 3200 Payroll</b>	<b>\$ 5,339,574.99</b>
<b>3300 Payroll Taxes</b>	
3330 Federal Taxes (941)	353,347.10
<b>Total 3300 Payroll Taxes</b>	<b>\$ 353,347.10</b>
<b>3400 Premises Expense</b>	90,616.32
3410 Utilities	12,213.26
3420 Lawn Care	5,890.00
<b>Total 3400 Premises Expense</b>	<b>\$ 108,719.58</b>
<b>3500 Professional Services</b>	
3510 Accounting Fees	11,775.00
3520 Legal Expenses	

3521 Legal Expense - Retainer	13,568.78
3522 Legal Expense - Services	46,285.57
<b>Total 3520 Legal Expenses</b>	<b>\$ 59,854.35</b>
3525 Empl Training and Development	181,626.59
3530 Other Consulting Fees	66,177.42
<b>Total 3500 Professional Services</b>	<b>\$ 319,433.36</b>
<b>3600 Telecommunications Expenses</b>	
3620 Internet Charges	22,482.67
3630 Local Telephone	28,250.33
3640 Long Distance Telephone	3,113.76
3650 Mobile Phone	54,005.39
<b>Total 3600 Telecommunications Expenses</b>	<b>\$ 107,852.15</b>
<b>3700 Travel Expenses</b>	
3710 Airfares	64,232.01
3720 Auto Expense Reimbursement	46,661.93
3730 Lodging	70,834.43
3740 Meals & Entertainment	42,927.68
3750 Miscellaneous	22,123.43
3760 Rental Cars & Taxis	8,352.07
<b>Total 3700 Travel Expenses</b>	<b>\$ 255,131.55</b>
<b>Total Expenses</b>	<b>\$ 7,448,350.43</b>
<b>Net Operating Income</b>	<b>\$ 270,743.65</b>
<b>Other Income</b>	
4000 Interest Earned	-844.76
4010 Other Income	942,000.00
4030 Gain/(Loss)- Disposal of Assets	600.00
<b>Total 4010 Other Income</b>	<b>\$ 942,600.00</b>
<b>Total Other Income</b>	<b>\$ 941,755.24</b>
<b>Other Expenses</b>	
9000 Income Tax Expense	-192,000.00
9100 FSA Expense/(Gain)	3,022.17
9200 Other Expense	
3230 Bonus	1,037,301.81
<b>Total 9200 Other Expense</b>	<b>\$ 1,037,301.81</b>
<b>Total Other Expenses</b>	<b>\$ 848,323.98</b>
<b>Net Other Income</b>	<b>\$ 93,431.26</b>
<b>Net Income</b>	<b>\$ 364,174.91</b>

**RoofConnect**  
**Profit and Loss**  
 January - December 2019

	<b>Total</b>
<b>Income</b>	
1000 Membership Dues	
1020 Baseline Dues	278,500.00
<b>Total 1000 Membership Dues</b>	<b>\$ 278,500.00</b>
1025 Rebate Revenue	437,837.38
1100 Direct Service Fees	0.00
1110 RoofConnect to Member	64,831.98
<b>Total 1100 Direct Service Fees</b>	<b>\$ 64,831.98</b>
1200 Members Gross Invoices	
1210 MGI - Emergency Service	136,937.25
1220 MGI - Preventative Maintenance	3,415,653.25
1230 MGI - General Services	822,655.77
1235 MGI - Leak Service	13,507,788.61
1245 MGI - Recommended Action	9,635,538.26
1247 MGI - Snow Service	844,155.52
1248 MGI - Roof Hatch	5,900.21
1275 MGI - Re-Roof	38,792,887.21
1290 MGI - Surveys	1,244,905.81
1292 Consulting Services	109,763.91
1293 Cooperative Bidding	5,774,635.55
1294 Annual Maintenance Agreement	135,387.00
1298 Parking Lot	693,423.25
1299 MGI - Material Receipts	5,072,970.60
<b>Total 1200 Members Gross Invoices</b>	<b>\$ 80,192,602.20</b>
<b>Total Income</b>	<b>\$ 80,973,771.56</b>
<b>Cost of Goods Sold</b>	
1300 Members Net Invoices	
1310 MB - Emergency Service	102,071.88
1320 MB - Preventative Maintenance	2,950,194.49
1330 MB - General Services	637,341.62
1335 MB - Leak Service	10,793,858.02
1345 MB - Recommended Action	7,589,717.33
1347 MB - Snow Service	678,274.57
1348 MB - Roof Hatch	5,132.61
1375 MB - Re-Roof	36,963,310.15
1390 MB - Surveys	1,092,550.39
1392 Consulting - COGS	106,873.45
1393 Cooperative Bidding	4,506,981.00
1394 Annual Maint Agreement - COGS	35,775.72
1398 Parking Lot - COGS	690,502.26
1399 MB - Material Purchases	5,072,970.60

<b>Total 1300 Members Net Invoices</b>	<b>\$ 71,225,554.09</b>
<b>Total Cost of Goods Sold</b>	<b>\$ 71,225,554.09</b>
<b>Gross Profit</b>	<b>\$ 9,748,217.47</b>
<b>Expenses</b>	
1400 Service Channel charges	-550.85
<b>2000 Advertising &amp; Promotional</b>	
2010 Literature & Sales Aids	38,329.34
2020 Trade Shows	52,850.55
2025 Meetings	82,605.39
2030 Misc. Advertising & Promotional	11,817.28
<b>Total 2000 Advertising &amp; Promotional</b>	<b>\$ 185,602.56</b>
2100 Bad Debts	2,000.00
2140 Adj of Direct Buy Invoices	0.00
2145 Customer Adjustments	161,262.21
2150 Member Adjustments	103,274.14
2200 Banking Charges	3,180.07
<b>2300 Computer Expenses</b>	
2310 Computer Equipment	13,762.07
2320 Computer Maintenance Contract	44,533.54
2330 Computer Software	44,212.07
2350 Miscellaneous Computer Expense	398.94
2360 Web Hosting	150.00
2370 Dataforma Fees	28,632.04
2375 Salesforce	21,659.96
<b>Total 2300 Computer Expenses</b>	<b>\$ 153,377.52</b>
2400 Depreciation	83,633.63
2500 Donations	28,683.92
2600 Dues & Subscriptions	76,936.03
<b>2700 Income Taxes</b>	
2730 Federal-Corp. Income Taxes	162,845.00
2780 Arkansas State taxes	53,970.76
2792 Sales Tax -- Washington	10,427.36
<b>Total 2700 Income Taxes</b>	<b>\$ 227,243.12</b>
<b>2800 Insurance</b>	
2810 D & O Liability Ins.	10,904.00
2820 Errors & Omissions Liability	12,674.00
2830 General Liability	50,150.94
2850 Fiduciary Insurance	323.38
<b>Total 2800 Insurance</b>	<b>\$ 74,052.32</b>
2900 Meals and Entertainment	16,162.63
<b>3100 Office Expenses</b>	
3110 Misc. Office Expenses	34,556.84
3120 Office Equipment	398.57
3130 Office Supplies	22,698.11
3150 Printing and Copying	5,736.48
3160 Repair & Maintenance	5,403.87
3170 Shipping (UPS, U.S. Mail)	9,596.52

3180 Allied Waste	1,701.38
3190 Arkansas Protection Services	934.36
3195 Direct TV	2,303.18
3196 Janitorial Expense	8,901.90
3197 Personal Property Taxes	6,767.50
<b>Total 3100 Office Expenses</b>	<b>\$ 98,998.71</b>
<b>3200 Payroll</b>	
3210 Auto Allowance	104,747.94
3220 Health Advantage	298,040.15
3225 Delta Dental Insurance	21,787.93
3227 Vision Insurance	2,170.49
3235 401K Contribution	137,821.79
3236 401K Fees	2,025.00
3241 Life Insurance	5,131.61
3250 Commissions	1,084,012.87
3260 Payroll Processing Fees	15,415.86
3270 Salaries	2,650,929.98
3271 Overtime	28,844.99
3272 NIGHT SHIF	14,600.00
3273 PTO/Vacation	12,324.13
3274 Sick Pay	5,589.89
<b>Total 3270 Salaries</b>	<b>\$ 2,712,288.99</b>
3281 Subcontracted Employees	21,888.89
3290 Workers Compensation Premium	7,876.26
<b>Total 3200 Payroll</b>	<b>\$ 4,413,207.78</b>
<b>3300 Payroll Taxes</b>	
3330 Federal Taxes (941)	344,976.29
<b>Total 3300 Payroll Taxes</b>	<b>\$ 344,976.29</b>
<b>3400 Premises Expense</b>	
3410 Utilities	11,195.27
3420 Lawn Care	4,675.00
<b>Total 3400 Premises Expense</b>	<b>\$ 107,131.23</b>
<b>3500 Professional Services</b>	
3510 Accounting Fees	10,425.00
<b>3520 Legal Expenses</b>	
3521 Legal Expense - Retainer	19,965.32
3522 Legal Expense - Services	27,048.44
<b>Total 3520 Legal Expenses</b>	<b>\$ 47,013.76</b>
3525 Empl Training and Development	60,925.59
3530 Other Consulting Fees	113,114.87
<b>Total 3500 Professional Services</b>	<b>\$ 231,479.22</b>
<b>3600 Telecommunications Expenses</b>	
3620 Internet Charges	23,849.77
3630 Local Telephone	30,048.07
3640 Long Distance Telephone	4,068.71
3650 Mobile Phone	51,293.03
<b>Total 3600 Telecommunications Expenses</b>	<b>\$ 109,259.58</b>

<b>3700 Travel Expenses</b>	
<b>3710 Airfares</b>	166,752.05
<b>3720 Auto Expense Reimbursement</b>	59,915.54
<b>3730 Lodging</b>	107,408.00
<b>3740 Meals &amp; Entertainment</b>	98,862.18
<b>3750 Miscellaneous</b>	4,024.23
<b>3760 Rental Cars &amp; Taxis</b>	25,427.47
<b>Total 3700 Travel Expenses</b>	<u>\$ 462,389.47</u>
<b>Total Expenses</b>	<u>\$ 6,882,299.58</u>
<b>Net Operating Income</b>	<u>\$ 2,865,917.89</u>
<b>Other Income</b>	
<b>4000 Interest Earned</b>	80,858.75
<b>Total Other Income</b>	<u>\$ 80,858.75</u>
<b>Other Expenses</b>	
<b>9000 Income Tax Expense</b>	-1,614.92
<b>9100 FSA Expense/(Gain)</b>	-1,549.33
<b>9200 Other Expense</b>	
<b>3230 Bonus</b>	2,363,271.22
<b>Total 9200 Other Expense</b>	<u>\$ 2,363,271.22</u>
<b>Total Other Expenses</b>	<u>\$ 2,360,106.97</u>
<b>Net Other Income</b>	<u>-\$ 2,279,248.22</u>
<b>Net Income</b>	<u>\$ 586,669.67</u>

Monday, Jan 24, 2022 01:08:37 PM GMT-8 - Accrual Basis





Request for Proposal # R10-1129 For:  
Building Security & Fire Safety Solutions

## **Appendix B**

# **Key Personnel & Resumes**



## Experience and Qualification of Key Employees:

### Executive Contact

Contact Person: Tony Zircher  
Title: Government Services Manager  
Company: RoofConnect Logistics, Inc.  
Address: 44 Grant 65  
City: Sheridan State: AR Zip: 72150  
Phone: 877-942-5613 Fax: 870-942-2666  
Email: Tony.Zircher@patriotccm.com

### Account Manager / Sales Lead

Contact Person: Wendy Lites  
Title: Government Services Manager  
Company: RoofConnect Logistics, Inc.  
Address: 44 Grant 65  
City: Sheridan State: AR Zip: 72150  
Phone: 877-942-5613 Fax: 870-942-2666  
Email: Wendy.Lites@patriotccm.com

### Contract Management (if different than the Sales Lead)

Contact Person: Rachel Mooney  
Title: Procurement Manager  
Company: RoofConnect Logistics, Inc.  
Address: 44 Grant 65  
City: Sheridan State: AR Zip: 72150  
Phone: 877-942-5613 Fax: 870-942-2666  
Email: Rachel.Mooney@roofconnect.com

### Billing & Reporting / Accounts Payable

Contact Person: Nikki Carothers  
Title: Controller  
Company: RoofConnect Logistics, Inc.  
Address: 44 Grant 65  
City: Sheridan State: AR Zip: 72150  
Phone: 877-942-5613 Fax: 870-942-2666  
Email: Nikkie.Carothers@roofconnect.com

### Marketing

Contact Person: David Huval  
Title: Marketing Manager  
Company: RoofConnect Logistics, Inc.  
Address: 44 Grant 65  
City: Sheridan State: AR Zip: 72150  
Phone: 877-942-5613 Fax: 870-942-2666  
Email: David.Huval@roofconnect.com



**Tony Zircher, Sr. Government Services Manager**

**Assignment:** Sales/Marketing

**Employer:** RoofConnect, dba Patriot Construction Management  
Senior Government Services Manager  
Dec 2019 / Present

**Experience:** 27 years

**Education:** Bachelor of Science in Civil Engineering - 1994  
University of Toledo, Toledo, OH

**Other**

**Credentials:** Professional Engineer/State of OH/Serial #67652  
Certified Construction Manager/Construction Management  
Association of America/CCM United States ID #6991

**Work**

**Experience:** Responsible for business development, growing nationally and regionally focused construction management focused client base.

Manage the Government Contracting Team pursuing new Federal opportunities utilizing national cooperative contracts.

Maintain a network of small business affiliate contractors acting as Small Business Program Manager.

Provide Go – No Go decision to business development team.

Proposal writing including technical guidance on government contracting and proposal efforts.

Creates and maintains teaming agreements.

Mentor/Protégé development and implementation.





**Wendy Lites, Government Services Manager**

**Assignment:** Sales/Marketing

**Employer:** RoofConnect, dba Patriot Construction Management  
Government Services Manager  
April 2013 - Present

**Experience:** 10 years

**Education:** Bachelor of Science in Business Administration  
University of the Ozarks, Clarksville, AR - 2004



**Work**

**Experience:** Provide support business development, growing nationally and regionally focused construction management focused client base.

Responsible for proposal response writing; including RFP response planning meetings, content collaboration, and drafting/finalization of proposal documents.

Provide leadership and training for Government team members. Monitors customer service productivity in accordance with established policy to assure adherence as well as completeness in all customer transactions.

Strong analytical and strategic planning skills and customer service focused; Skilled at quickly addressing production issues, operational efficiency and applying corrective measures while ensuring technical quality.

Collaborate with multiple departments to manage emergency/disaster response, repair/maintenance programs, and special projects.



**Rachel Mooney, Contract Manager**



**Assignment:** Contract Management

**Employer:** RoofConnect, dba Patriot Construction Management  
Procurement Manager  
February 2010 - Present

**Experience:** 12 years

**Education:** BBA in Insurance and Risk Management  
University of Central Arkansas, 2004

**Work**

**Experience:** Responsible for managing, coordinating, implementing, and controlling marketing objectives and strategy including public relations, trade show and event management, advertising, and corporate brand awareness.

Provide marketing and sales support to Executive Team, Regional Sales Managers and 65 RoofConnect Member companies in the U.S.

Coordinate media research and planned advertising in industry magazines with appropriate editorial including External Communications, press releases and announcements.

Trade show management: Average of 40 trade shows per year.

Customer Relationship Management and Database utilization: Lead tracking, target by market and direct mail campaigns. Lead list generation with list brokers targeting specific audiences and regions.

Assist with disaster response efforts, RFP responses.



**David Huval, Marketing Manager**



**Assignment:** Sales/Marketing

**Employer:** RoofConnect, dba Patriot Construction Management  
Marketing Manager  
October 2018 - Present

**Experience:** 10 Years

**Education:** Bachelor of Science, Communication Design  
Texas Tech University

**Work**

**Experience:** Responsible for managing, coordinating, implementing, and controlling marketing objectives and strategy including public relations, trade show and event management, advertising, and corporate brand awareness.

Responsible for company podcasts, video content, and social media campaigns.

Provide marketing and sales support to Executive Team, Regional Sales Managers and 65 RoofConnect Member companies in the U.S.

Coordinate media research and planned advertising in industry magazines with appropriate editorial including External Communications, press releases and announcements.

Trade show management: Average of 40 trade shows per year.

Customer Relationship Management and Database utilization: Lead tracking, target by market and direct mail campaigns. Lead list generation with list brokers targeting specific audiences and regions.



**Nikki Carothers, Controller**



**Assignment:** Controller

**Employer:** RoofConnect, dba Patriot Construction Management  
Controller  
September 2019 - Present

**Experience:** 20 Years

**Work**

**Experience:** Responsible for all accounting operations and receivables.

Responsible for payroll, monthly variance analysis, bookkeeping, etc.

Managing the accumulation and consolidation of all financial data necessary for an accurate accounting of consolidated business results.

Coordinating and preparing internal and external financial statements.

Highly skilled in evaluating, researching, and solving problems in the financial and accounting realm.

Responsible for company payroll, insurance, and benefit plans.

Coordinating activities for auditors.

Oversee regulatory reporting, including tax planning and compliance.



Request for Proposal # R10-1129 For:  
Building Security & Fire Safety Solutions

# **Appendix C**

## **Marketing Plan**





## PCM Marketing & Communications Plan

### EXECUTIVE SUMMARY

Patriot Construction Management will aggressively promote the Equalis Group partnership through an integrated marketing communications plan designed to support the entire sales cycle. There will be ongoing marketing activities that will be specifically described in this Marketing Plan. Our program begins building awareness of both Equalis Group and PCM's unique benefits to buyers within all applicable agencies and continues through managing customer relationships.

### PCM Market Share:

The PCM Team is spread out across the country and will implement this marketing strategy, outlined below, in each of their respective areas. The most-effective marketing that we will perform is presenting this cooperative solution to prospects in local areas by Regional Account Managers and nationally with our National Government Services Managers.

### PCM's Integrated Marketing Communications Plan Includes:

- **Awareness** – Public Relations, Customers Presentations, Electronic Marketing, Website, Social Media Messages, Advertising, Direct Marketing, Associations and School Boards, Targeted Roll-Outs with Manufacturer Partners, Equalis Group Roll-Outs.
- **Consideration** – Tradeshows, Direct Marketing/Telemarketing, Manufacturer Partner Opportunities, Sustainable Energy Efficiency Calculations
- **Create Preference** – Sales Tools, Custom Literature, Value-adds for Equalis Group Members: Customer Support / Customer Service/Training/ Natural Disaster Response / Warranty Maximization Program / Online Portfolio / Security Asset Management
- **Close Sale** – Equalis Group Member Proposal Draft, PCM Proposal, Local Project Manager, Quote / Proposal Process
- **Manage Relationship** – Customer Satisfaction Surveys, Social Media, Referrals

### How and by whom the marketing function will be carried out:

The marketing functions will be carried out by a team summarized in **Table 1**; working in conjunction with administrative and marketing teams at a local level. This contract will be led overall by the VP of Sales. Management of day to day operations will be performed by the Government Contract / Compliance Manager. Joint Scope Meetings will be attended by the local Project Manager or Technical Representative from the specific office that would be servicing the Equalis Group Member. Work Order Proposal Packages will be performed by a team that includes the Project Manager and Technical Representative (PCM standard proposal) and Government Contract / Compliance Manager (preparation of Equalis Group Member proposal). Construction is supervised by the Project Manager and Operations Manager of the local office. Administrative tasks will be handled by local Office Managers and coordinated through the PCM Government Contract / Compliance Manager to ensure compliance with Equalis Group requirements.



**Table 1: Key sales and marketing personnel supporting the Equalis Group Contract.**

Name	Title	Assignment for RFP	Region
Wade Crosswhite	President	Sales/Marketing	PCM HQ
Eric Harrison	Vice President of Technical Services	Sales/Marketing/Technical	PCM HQ
Jeremy Hill	Vice President of Operations	Contract/Compliance Manager	PCM HQ
Wayne Gwaltney	Vice President of Sales	Sales/Marketing	PCM HQ
Ken Beck	Director of Business Development	Sales/Marketing	PCM HQ
Tony Zircher	National Government Services Manager	Sales/Marketing	PCM HQ
Wendy Lites	National Government Services Manager	Sales/Marketing	PCM HQ
Cory Johnson	Regional Account Manager	Sales/Marketing	Arkansas Region
Kris Costas	Regional Account Manager	Sales/Marketing	Mid-Atlantic Region
Mark Matoska	Regional Account Manager	Sales/Marketing	Texas Region
Eric Pickert	Regional Account Manager	Sales/Marketing	Colorado Region
Michael Moore	Regional Account Manager	Sales/Marketing	Georgia Region
David Huval	Marketing Manager	Sales/Marketing	PCM HQ
Brandy Duckworth	Customer Service Manager	Sales/Marketing/ Administrative Support	PCM HQ



Request for Proposal # R10-1129 For:  
Building Security & Fire Safety Solutions

## **Appendix D**

## **References**

## REFERENCES

### UTILITIES

**Jim Rigg: Lincoln Electric System**  
**MANAGER, SAFETY & PHYSICAL SECURITY**

P: (402) 467-6814

E: [jrigg@les.com](mailto:jrigg@les.com)

Location: Lincoln, Nebraska

Years Serviced: 6

Annual Volume: \$100K

### SCOPE OF WORK

Prime designed and oversaw a system takeover plan to consolidate and update their existing access control and video platforms. Prime acted as the primary commission agent and owner's representative for the duration of the project. Prime has also designed and commissioned the new systems going to the new operations center. The Genetec platform consists of 310 card readers and 245 cameras.

### HIGHER-ED

**Michael Riener: Creighton University**  
**SENIOR DIRECTOR OF PUBLIC SAFETY**

P: (402) 280-2104

E: [MichaelReiner@creighton.edu](mailto:MichaelReiner@creighton.edu)

Location: Omaha, Nebraska

Years Serviced: 15

Annual Volume: \$1M

### SCOPE OF WORK

Prime Communications, Inc. provided the consulting, design, installation and support services for video surveillance and card access across campus, including the Creighton University School of Dentistry.

### K-12

**Curtis Case: Millard Public Schools - Omaha, NE**  
**DIRECTOR OF DIGITAL LEARNING AND SECURITY**

P: (402) 715.6293

E: [crcase@mpsomaha.org](mailto:crcase@mpsomaha.org)

Location: Millard, Nebraska

Years Serviced: 10  
Annual Volume \$500k

**SCOPE OF WORK**

Prime deployed a district-wide fully integrated system that included video surveillance, access control, visitor management, alarm system and intercom. These systems are integrated into the Genetec platform and consist of 632 cameras and 286 doors with card access.

**Greg Boettger: Bellevue Public Schools- Bellevue, NE**

**DIRECTOR OF FACILITIES AND TECHNOLOGY**

P: (402) 293.5066

E: [greg.boettgner@bpsne.net](mailto:greg.boettgner@bpsne.net)

Location: Bellevue, Nebraska

Years Serviced 12

Annual Volume \$500K

**SCOPE OF WORK**

Prime installed and integrated systems that included video surveillance, access control, and intercom. These systems are integrated into the Genetec platform and consist of 130 Axis cameras and 70 doors with card access.

**Aaron Ferguson: Omaha Public Schools - Omaha, NE**

**PROJECT MANAGER**

P: (531) 299.9946

E: [aaron.ferguson@ops.org](mailto:aaron.ferguson@ops.org)

Location: Omaha, Nebraska

Years Serviced: 10

Annual Volume: \$500K

**SCOPE OF WORK**

Prime implemented access control and video surveillance at new sites and converted the existing access control and video system into the Genetec unified platform. Prime was the primary systems commissioning agent for the roll out. The system consists of 1388 card readers and 1209 cameras.



Request for Proposal # R10-1129 For:  
Building Security & Fire Safety Solutions

## **Appendix E**

### **Licenses**

**STATE OF ARIZONA**  
**BOARD OF TECHNICAL REGISTRATION**

■ **ALARM BUSINESS REGISTRATION** ■

**FIRM NAME**

Prime Communications

**FIRM**

**REGISTRATION NO.:** 22145

**FIRM ADDRESS**

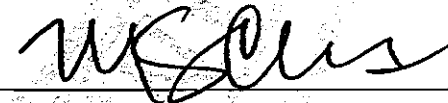
22145 W Maple Rd  
Elkhorn, Nebraska 68022

**EXPIRES:**

9/9/2022

**SERVICES OFFERED**

Alarm Business



**MELISSA CORNELIUS**  
**EXECUTIVE DIRECTOR**  
**FOR THE BOARD**



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number

**1042000**

Entity: CORP

Business Name

PRIME COMMUNICATIONS INC DBA  
PRIME SECURITY INTEGRATED  
SOLUTIONS

Classification(s)

C28 C-7

Expiration Date

07/31/2022

[www.cslb.ca.gov](http://www.cslb.ca.gov)







Ron DeSantis, Governor

Julie I. Brown, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS' LICENSING BOARD**

THE ALARM SYSTEM CONTRACTOR II HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BUMGARDNER, JAMIE RYAN**

PRIME INTEGRATED SOLUTIONS, INC.  
22145 W MAPLE ROAD  
ELKHORN NE 68022

**LICENSE NUMBER: EG13000765**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**CONTRACTOR REGISTRATION  
CERTIFICATE**

**STATE OF IOWA  
DIVISION OF LABOR**

150 Des Moines St, Des Moines, IA 50309  
Phone: 515-242-5871 | FAX: 515-725-2427

[www.iowacontractor.gov](http://www.iowacontractor.gov) | [contractor.registration@iwd.iowa.gov](mailto:contractor.registration@iwd.iowa.gov)

DATE ISSUED:  
**08/26/2021**

DATE EXPIRES:  
**08/24/2022**

REGISTRATION NUMBER:  
**C000836**

PRIME COMMUNICATIONS INC  
POBOX 131  
ELKHORN, NE 68022

A handwritten signature in black ink that reads "Rod A. Roberts".

---

Rod A. Roberts, Labor Commissioner

Division of Occupational and Professional Licenses  
Department of Self Governing Agencies  
The person named has met the requirements for registration and is  
entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

PRIME COMMUNICATIONS INC  
BRIAN KENKEL, ET AL  
22145 W MAPLE ROAD  
ELKHORN NE 68022

*Russell S. Barron*  
Russell S. Barron  
Division Admin

RCE-47271  
Number

03/28/2022  
Expires

PRIME COMMUNICATIONS INC  
BRIAN KENKEL, STEVE KANNE  
PO BOX 131  
ELKHORN NE 68022

Your registration  
must be shown on  
demand.

←  
carry this copy

display this copy →

02/18/2021

Division of Occupational and Professional Licenses  
Department of Self Governing Agencies  
The person named has met the requirements for registration and is  
entitled under the laws and rules of the State of Idaho to operate as a(n)

REGISTERED ENTITY CONTRACTOR

PRIME COMMUNICATIONS INC  
BRIAN KENKEL, ET AL  
22145 W MAPLE ROAD  
ELKHORN NE 68022

*Russell S. Barron*  
Russell S. Barron  
Division Admin

RCE-47271  
Number

03/28/2022  
Expires



## Contractor Registration Certificate

This certificate is non-transferable

**Registration # 25406-22**

Date Expiring: 3/1/2023

PRIME COMMUNICATIONS, INC.

PO Box 131

ELKHORN, NE 68022

Nebraska Department of Labor  
550 South 16th Street  
Lincoln, NE 68508  
402-471-2239

  
Commissioner of Labor

**City of Columbus** **ALARM DEALER FORM**

**Alarm Dealer Information**

Name	PRIME COMMUNICATIONS, INC
Code	2012066046
Address	PO BOX
City	ELKHORN, NE
Zip Code	68022
Email	COMPLIANCE@PRIMECOMINC.COM
Fax	
Phone	402-289-4126
Fax	
Phone	402-289-4126

**Alarm Dealer License Information**

Issue Date	06/07/2021
Start Date	06/07/2021
End Date	06/06/2023
License Number	2012066046

**Billing Information**

Name	PRIME COMMUNICATIONS, INC
Attention	
Address	PO BOX
City	ELKHORN, NE
Zip Code	68022
Email	COMPLIANCE@PRIMECOMINC.COM
Fax	
Phone	402-289-4126

**ARM Information**

Name	
Email	
Phone	

**Contact Persons**

Name	Address	Zip Code	Phone	Fax	Email
DOUGLAS NATHANIEL GREEN - COMPANY REPRESENTATIVE	4700 ROYAL COUNTY DOWN	43062	614-867-3139		NGREEN@PRIMECOMINC.COM
BRIAN KENKEL - PRESIDENT	21635 CHANCELLOR RD	68022	402-289-4126		COMPLIANCE@PRIMECOMINC.COM

