

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 Forms 1 & 2 must be filled out and submitted separately for each individually trade and geographical area you are proposing (Section One; Part B – Instruction to Proposers and Award Process, Article 5 Proposal Tables):

PROPOSAL PRICING: Must fill out separate Proposal Forms 1 & 2 for each individual Trade and Geographic Area you are proposing.

- ☒ Proposal Form 1: The Adjustment Factors
- ☒ Proposal Form 2: Calculation of the Combined Adjustment Factor

PERFORMANCE CAPABILITY:

- ☒ Proposal Form 3: Company Profile Questionnaire
- ☒ Proposal Form 4: Diversity Vendor Certification Participation
- ☒ Proposal Form 5: Bonding Capacity Statement

QUALIFICATION AND EXPERIENCE:

- ☒ Proposal Form 6: Management Personnel
- ☒ Proposal Form 7: References and Experience Questionnaire

VALUE ADD:

- ☒ Proposal Form 8: Value Add Questionnaire
- ☒ Proposal Form 9: Agreement to work in all Areas in the State (signed)

OTHER REQUIRED PROPOSAL FORMS:

- ☒ Proposal Form 10: Clean Air and Water Act
- ☒ Proposal Form 11: Debarment Notice
- ☒ Proposal Form 12: Lobbying Certification
- ☒ Proposal Form 13: Contractor Certification Requirements
- ☒ Proposal Form 14: Antitrust Certification Statements
- ☒ Proposal Form 15: Implementation of House Bill 1295
- ☒ Proposal Form 16: Boycott Certification and Terrorist State Certification

- ☒ Proposal Form 17: Resident Certification
- ☒ Proposal Form 18: Federal Funds Certification Form
- ☒ Proposal Form 19: General Terms and Conditions Acceptance Form
- ☒ Proposal Form 20: Equalis Group Administration Agreement Declaration
- ☒ Proposal Form 21: Open Records Policy Acknowledgment and Acceptance
- ☒ Proposal Form 22: Vendor Contract and Signature Form

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PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: RFP # R10-1117 General Construction

CONTRACTOR NAME: Henthorn Commercial Construction

GEOGRAPHIC AREA: North Texas Area

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor Without
Administrative Fees:

1	.	1	8	5	0
---	---	---	---	---	---

(Specify to four decimal places)

1.B Adjustment Factor With
Administrative Fees (1.A / 0.925):

1	.	2	8	1	0
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor Without
Administrative Fees:

1	.	2	3	0	0
---	---	---	---	---	---

(Specify to four decimal places)

2.B Adjustment Factor With
Administrative Fees (2.A / 0.925):

1	.	3	2	9	7
---	---	---	---	---	---

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

3.A Adjustment Factor Without
Administrative Fees:

1	.	1	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3.B Adjustment Factor With
Administrative Fees (3.A / 0.925):

1	.	2	4	3	2
---	---	---	---	---	---

(Specify to four decimal places)

4. Combined Adjustment Factor: (From Line 7 on Proposal Form 2)

1	.	8	5	0	7
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this Proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.

REGION 10 ESC RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

SOLICITATION NO: R10-1117 - General Construction

CONTRACTOR NAME: Henthorn Commercial Construction, LLP

GEOGRAPHICAL AREA: North Texas Area

The following formula has been developed for the sole purpose of evaluating Proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours (1.B)	<u>1.2810</u>
Line 2.	Multiply Line 1 by .70	<u>0.8967</u>
Line 3.	Other Than Normal Working Hours (2.B)	<u>1.3297</u>
Line 4.	Multiply Line 3 by .25	<u>0.3324</u>
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	<u>1.2432</u>
Line 6.	Multiply Line 5 by .5	<u>0.6216</u>
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	<u>1.8507</u>

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Region 10 ESC that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Proposal Form 2 above.

PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: RFP # R10-1117 General Construction

CONTRACTOR NAME: Henthorn Commercial Construction

GEOGRAPHIC AREA: West Texas Area

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor Without
Administrative Fees:

1	.	1	8	5	0
---	---	---	---	---	---

(Specify to four decimal places)

1.B Adjustment Factor With
Administrative Fees (1.A / 0.925):

1	.	2	8	1	0
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor Without
Administrative Fees:

1	.	2	3	0	0
---	---	---	---	---	---

(Specify to four decimal places)

2.B Adjustment Factor With
Administrative Fees (2.A / 0.925):

1	.	3	2	9	7
---	---	---	---	---	---

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

3.A Adjustment Factor Without
Administrative Fees:

1	.	1	5	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3.B Adjustment Factor With
Administrative Fees (3.A / 0.925):

1	.	2	4	3	2
---	---	---	---	---	---

(Specify to four decimal places)

4. Combined Adjustment Factor: (From Line 7 on Proposal Form 2)

1	.	8	5	0	7
---	---	---	---	---	---

(See Proposal Form 2 for calculation procedure)

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Before submitting this Proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be higher than the Normal Working Hours Adjustment Factors.**

REGION 10 ESC RESERVES THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

SOLICITATION NO: R10-1117 - General Construction

CONTRACTOR NAME: Henthorn Commercial Construction, LLP

GEOGRAPHICAL AREA: West Texas Area

The following formula has been developed for the sole purpose of evaluating Proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours (1.B)	<u>1.2810</u>
Line 2.	Multiply Line 1 by .70	<u>0.8967</u>
Line 3.	Other Than Normal Working Hours (2.B)	<u>1.3297</u>
Line 4.	Multiply Line 3 by .25	<u>0.3324</u>
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	<u>1.2432</u>
Line 6.	Multiply Line 5 by .5	<u>0.6216</u>
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	<u>1.8507</u>

Transfer the number on line 7 to the space provided for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by Region 10 ESC that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Proposal Form 2 above.

PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: RFP # R10-1117 General Construction

CONTRACTOR NAME: Henthorn Commercial Construction

GEOGRAPHIC AREA: Panhandle Texas Area

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor Without
Administrative Fees:

1	.	1	8	5	0
---	---	---	---	---	---

(Specify to four decimal places)

1.B Adjustment Factor With
Administrative Fees (1.A / 0.925):

1	.	2	8	1	0
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor Without
Administrative Fees:

1	.	2	3	0	0
---	---	---	---	---	---

(Specify to four decimal places)

2.B Adjustment Factor With
Administrative Fees (2.A / 0.925):

1	.	3	2	9	7
---	---	---	---	---	---

(Specify to four decimal places)

3. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

3.A Adjustment Factor Without
Administrative Fees:

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---	---	---	---	---	---

(Specify to four decimal places)

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Administrative Fees (3.A / 0.925):

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PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

SOLICITATION NO: R10-1117 - General Construction

CONTRACTOR NAME: Henthorn Commercial Construction, LLP

GEOGRAPHICAL AREA: BS ZS VW Texas Area

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PROPOSAL FORM 3: COMPANY PROFILE QUESTIONNAIRE

1. What is your company's official registered name?
Henthom Commercial Construction, LLC
2. What is/are your corporate office location(s)?
Corporate Office - Henthom Commercial Construction, 2011 Ave. C, Lubbock, TX 79404
North Texas Office - Henthom Commercial Construction, 312 NW Highway, Grapevine, TX 79051
3. Please provide a brief history of your company, including the year it was established.
Established on 2008, Henthom Commercial Construction offers a variety of services including job-order contracting, building construction, construction management, and interior and exterior remodeling. Our portfolio reflects a broad range of ground up and remodel projects including schools (grades K-12), restaurants, financial institutions, churches, multi-family residential, hotel, custom retail and more.
4. Who is your competition in the marketplace?

<i>Tommy Klein Construction</i>	<i>LMC Corporation</i>
<i>Ed A Wilson Construction</i>	<i>Basic IDIQ</i>
<i>JT Vaughn Construction</i>	<i>Pharr Construction</i>
<i>Janaif & Smith Construction</i>	<i>Minnix Commercial Construction</i>
<i>Joe Brown Construction</i>	
5. What was your annual construction volume over last three (3) years?
Annual volume over the past three years is \$50MIL.
6. What are your overall public sector sales, excluding Federal Government, for last three (3) years?
Annual overall public sector sales, excluding Federal Government over the past three years is 50%.
7. What is your strategy to increase market share in the public sector?
Henthom Commercial Construction's strategy to increase our market share in the public includes increasing staff to manage a growth increase in job awards. In addition, entering varied geographical areas that have additional public sector opportunities.
8. What differentiates your company from competitors in the public sector?
Henthom Commercial Construction employs staff who have worked in the public sector and know and fully understand public procurement laws and regulations. In addition, we have been providing job-order contracting services for the past XX years through various entities.
9. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?
☐ Yes
☒ No
 - a. If the answer is yes, do you plan to offer your program or partnership through Equals Group?
☐ Yes
☒ No

10. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

Henthorn Commercial Construction's EMR is .17

11. Provide your company's subcontracting plan, as described in the scope herein

Henthorn Commercial Construction typically for project scope of \$100,000 and under brings on board qualified trade contractors and material suppliers to execute the work.

All projects over \$100,000 are competitively bid out. The trade contractors and material suppliers are reviewed to see if their bids are complete and that they are qualified to do the work.

PROPOSAL FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE ☐ Yes ☒ No
List certifying agency: _____
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No
List certifying agency: _____
- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE ☐ Yes ☒ No
List certifying agency: _____
- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB ☐ Yes ☒ No
List certifying agency: _____
- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No
List certifying agency: _____
- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No
List certifying agency: _____

PROPOSAL FORM 5: BONDING CAPACITY STATEMENT

Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.

(Insert bonding company statement here)



K&S INSURANCE
NAVIGATING RISK. ENHANCING BUSINESS.

kandsins.com



March 11, 2021

Mr. Clint Pechecek
Purchasing Consultant
Region 10 ESC
400 E Spring Valley Rd
Richardson, TX 75081

Re: Henthorn Commercial Construction, LLC – Bond Reference Letter -RFP# R10-1117 Job Order Contracting

To Whom It May Concern:

We are pleased to write this letter on behalf of our valued client, Henthorn Commercial Construction, LLC. Our relationship with Henthorn Commercial Construction, LLC started more than 10 years ago. Henthorn Commercial Construction, LLC has proven to be a leader in their industry. They have the capacity to bond individual projects up to \$15 million with \$30 million in aggregate backlogs.

The surety's approval of such a request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

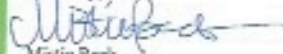
Henthorn Commercial Construction, LLC has a history of completing projects on time or ahead of schedule with superior workmanship and we would be happy to respond to any reasonable request for this fine construction company.

Henthorn Commercial Construction, LLC's surety company is Westfield Insurance Company, which is rated A (Excellent) XV by the A.M. Best rating service and is the recognized leader in rating property/casualty companies. Westfield Insurance Company appears on the Department of the Treasury Circular 570 as one of those "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

We highly recommend Henthorn Commercial Construction, LLC for your next project.

If you require additional qualification for a Subgued project, further qualification will need to be completed by the Subgued representative.

Sincerely,


Mistie Beck
Bond Manager

PROPOSAL FORM 6: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: Tyler Henthorn
Title: Owner / Partner
Company: Henthorn Commercial Construction
Address: 2011 Ave. C
City: Lubbock State: TX Zip: 79404
Phone: 806-687-3084 Fax: 806-209-0220
Email: tyler@henthorncommercial.com

Account Manager / Sales Lead

Contact Person: Jim Kilroy
Title: Senior Project Manager
Company: Henthorn Commercial Construction
Address: 312 NW Highway
City: Grapevine State: TX Zip: 79051
Phone: 214-808-2997 Fax: 806-209-0220
Email: jim@henthorncommercial.com

Contract Management (if different than the Sales Lead)

Contact Person: Bryan Walters
Title: Project Manager
Company: Henthorn Commercial Construction
Address: 2011 Ave. C
City: Lubbock State: TX Zip: 79404
Phone: 806-687-3084 Fax: 806-209-0220
Email: bryan@henthorncommercial.com

Billing & Reporting/Accounts Payable

Contact Person: Kathy Varner
Title: Accounts Payables
Company: Henthorn Commercial Construction
Address: 2011 Ave. C
City: Lubbock State: TX Zip: 79404
Phone: 806-687-3084 Fax: 806-209-0220
Email: kathy@henthorncommercial.com

Marketing

Contact Person: Liz Longgren
Title: Business Development
Company: Henthorn Commercial Construction
Address: 2011 Ave. C
City: Lubbock State: TX Zip: 79404
Phone: 806-687-3084 Fax: 806-209-0220
Email: liz@henthorncommercial.com

PROPOSAL FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

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 following information for each reference:

a) Entity Name	Texas Tech University	Lubbock ISD	Gordian	Cottle County	Condrey Design
b) Contact Name and Title	Jodie Ellis Project Manager	Kevin Cockrell Project Coordinator	John Castillo Account Mgr.	Karl Holloway County Judge	Stacy Mincy Owner
c) City and State	Lubbock, TX	Lubbock, TX	Greenville, SC	Paducah, TX	Lubbock, TX
d) Phone Number	806-834-4034	806-219-0220	806-535-3521	806-346-7179	806-781-4710
e) Years Served	13	13	2	3	13
f) Description of Services	JOC Construction	Construction	JOC	JOC	Construction
g) Annual Volume	\$1MIL	\$10MIL	\$500,000	\$500,000	\$4MIL

Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name

Contract Number

NJPA

Gordian eziQC

TX Buy Board

Texas Tech JOC

Sourcwell

2. 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.
3. Describe your company's past experience with Job Order Contracting estimating and include specific examples of other cooperatives and public agencies where you have performed these services.

4. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
N/A

5. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

PROPOSAL FORM 8: VALUE ADD QUESTIONNAIRE

Proposer must agree to work in cooperation with Region 10 ESC and the Equalis Group to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all current and potential Members. Proposer agrees to actively market in cooperation with Region 10 ESC and the Equalis Group all available services to current and potential Members.

1. Detail how your organization plans to market and promote this contract upon award.
2. 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.
Yes, Henthom Commercial Construction agrees to provide our logo .

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

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

N/A

4. Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

PROPOSAL FORM 9: AGREEMENT TO WORK IN ALL AREAS IN THE STATE

There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Area. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded area the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Area.

Please circle your intention below:

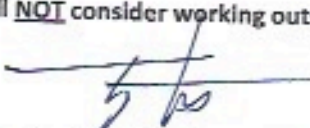
☒ Yes

We agree to consider working in areas outside of the Geographic Area.

☐ No

We will NOT consider working outside of the Geographic Area.

Signature



The Proposer shall acknowledge this Proposal by signing and completing the spaces provided below:

Name of Proposer: Henthorn Commercial Construction, LLC

City/State/Zip: 2011 Ave. C
Lubbock, TX 79404

Telephone No.: 806-687-3084

If a partnership, names and addresses of partners:

Notarized

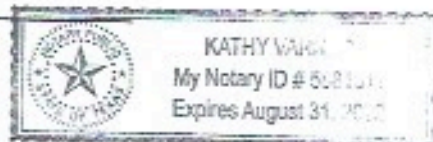
Subscribed and sworn to before me this 11th day of March, 2021

Notary Public in and for the County of Lubbock

State of Texas

My commission expires: 8/31/22

Signature: Kathy Varner




PROPOSAL FORM 10: 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: Henthorn Commercial Construction, LLC

Title of Authorized Representative: Owner / Partner

Mailing Address: 2011 Ave. C, Lubbock, TX 79404

Signature: 

PROPOSAL FORM 11: 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: Hanthorn Commercial Construction, Inc.

Title of Authorized Representative: Owner / Partner

Mailing Address: 2011 Ave. C, Lubbock, TX, 79404

Signature: 

PROPOSAL FORM 12: 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

3-11-2021

Date

PROPOSAL FORM 13: 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.

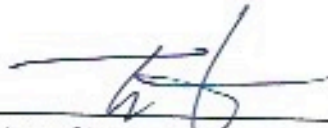
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

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.

A handwritten signature in blue ink, consisting of a stylized 'T' followed by a loop and a horizontal stroke.

Signature of Respondent

3-11-2021

Date

PROPOSAL FORM 14: 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 Henthorn Commercial Construction, LLC

ADDRESS 2011 Ave. C

Lubbock, TX 79404

PHONE 806-684-3084

FAX 806-209-0220

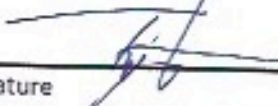
RESPONDANT


Signature

Bryan Walters
Printed Name

Project Manager
Position with Company

AUTHORIZING OFFICIAL


Signature

Tyler Henthorn
Printed Name

Owner / Partner
Position with Company

PROPOSAL FORM 15: 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

PROPOSAL FORM 16: 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? TH
(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? TH
(Initials of Authorized Representative)

PROPOSAL FORM 17: 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.)

Company Name

Address

City

State

Zip

PROPOSAL FORM 18: 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? AA

(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? TH

(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? TH

(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 determination 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. 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? TH
(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? TH
(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? TH
(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? TH

(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 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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? TH

(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? TH

(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? TH
(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? TH
(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? TH

(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? TH

(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? TH

(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.

Henthorn Commercial Construction, LLC

Company Name

TH

Signature of Authorized Company Official

Tyler Henthorn

Printed Name

Owner / Partner

Title

3-11-2021

Date

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

Section 3; 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 and submit this page only.

- ☒ 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).)

3-11-2021

Date


Authorized Signature & Title

OWNER / PARTNER

PROPOSAL FORM 21: 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.

Company name Henthorn Commercial Construction, LLC
Address 2011 Ave. C
City/State/Zip Lubbock, TX 79404
Telephone No. 806-687-3084
Fax No. 806-209-0220
Email address tyler@henthorncommercial.com
Printed name Tyler Henthorn
Position with company Owner / Partner
Authorized signature 

Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) 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.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number


PROPOSAL FORM 21: 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.

Company name Henthorn Commercial Construction, LLC
Address 2011 Ave. C
City/State/Zip Lubbock, TX 79404
Telephone No. 806-687-3084
Fax No. 806-209-0220
Email address tyler@henthorncommercial.com
Printed name Tyler Henthorn
Position with company Owner / Partner
Authorized signature 

Term of contract May 1, 2021 to April 30, 2023

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) 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.


Region 10 ESC Authorized Agent

5/4/21
Date

Rickey Williams
Print Name

Equalis Group Contract Number R10-1117K