

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 From 15: Implementation of House Bill 1295
- ☒ Proposal From 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**

(The rest of this page is intentionally left blank)

PROPOSAL FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: R10-1117-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

GEOGRAPHIC AREA: Pahnhandle 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	.	2	7	2	5
---	---	---	---	---	---

(Specify to four decimal places)

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

1	.	3	7	5	7
---	---	---	---	---	---

(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	.	4	1	6	6
---	---	---	---	---	---

(Specify to four decimal places)

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

1	.	5	3	1	5
---	---	---	---	---	---

(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	8	5	9
---	---	---	---	---	---

(Specify to four decimal places)

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

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

(Specify to four decimal places)

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

1	.	9	8	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-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

GEOGRAPHICAL AREA: Panhandle 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>1.3757</u>
Line 2.	Multiply Line 1 by .70	<u>.9630</u>
Line 3.	Other Than Normal Working Hours (2.B)	<u>1.5315</u>
Line 4.	Multiply Line 3 by .25	<u>.3829</u>
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	<u>1.2821</u>
Line 6.	Multiply Line 5 by .5	<u>.6411</u>
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	<u>1.987</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: R10-1117-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

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:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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

	.				
--	---	--	--	--	--

(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:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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

	.				
--	---	--	--	--	--

(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:

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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

	.				
--	---	--	--	--	--

(Specify to four decimal places)

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

1	.	9	8	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-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

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)	_____
Line 2.	Multiply Line 1 by .70	_____
Line 3.	Other Than Normal Working Hours (2.B)	_____
Line 4.	Multiply Line 3 by .25	_____
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	_____
Line 6.	Multiply Line 5 by .5	_____
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	_____

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: R10-1117-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

GEOGRAPHIC AREA: Gulf Coast 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	.	2	7	2	5
---	---	---	---	---	---

(Specify to four decimal places)

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

1	.	3	7	5	7
---	---	---	---	---	---

(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	.	4	1	6	6
---	---	---	---	---	---

(Specify to four decimal places)

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

1	.	5	3	1	5
---	---	---	---	---	---

(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	8	5	9
---	---	---	---	---	---

(Specify to four decimal places)

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

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

(Specify to four decimal places)

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

1	.	9	8	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-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

GEOGRAPHICAL AREA: Gulf Coast 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)	_____
Line 2.	Multiply Line 1 by .70	_____
Line 3.	Other Than Normal Working Hours (2.B)	_____
Line 4.	Multiply Line 3 by .25	_____
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	_____
Line 6.	Multiply Line 5 by .5	_____
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	_____

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: R10-1117-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

GEOGRAPHIC AREA: Central 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	.	2	7	2	5
---	---	---	---	---	---

(Specify to four decimal places)

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

1	.	3	7	5	7
---	---	---	---	---	---

(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	.	4	1	6	6
---	---	---	---	---	---

(Specify to four decimal places)

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

1	.	5	3	1	5
---	---	---	---	---	---

(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	8	5	9
---	---	---	---	---	---

(Specify to four decimal places)

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

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

(Specify to four decimal places)

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

1	.	9	8	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-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

GEOGRAPHICAL AREA: Central 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)	_____
Line 2.	Multiply Line 1 by .70	_____
Line 3.	Other Than Normal Working Hours (2.B)	_____
Line 4.	Multiply Line 3 by .25	_____
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	_____
Line 6.	Multiply Line 5 by .5	_____
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	_____

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: R10-1117-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

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	.	2	7	2	5
---	---	---	---	---	---

(Specify to four decimal places)

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

1	.	3	7	5	7
---	---	---	---	---	---

(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	.	4	1	6	6
---	---	---	---	---	---

(Specify to four decimal places)

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

1	.	5	3	1	5
---	---	---	---	---	---

(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	8	5	9
---	---	---	---	---	---

(Specify to four decimal places)

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

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

(Specify to four decimal places)

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

1	.	9	8	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-xx Asphalt/Paving/ Concrete Construction

CONTRACTOR NAME: PaveConnect Logistics, LLC dba PaveConnect

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)	_____
Line 2.	Multiply Line 1 by .70	_____
Line 3.	Other Than Normal Working Hours (2.B)	_____
Line 4.	Multiply Line 3 by .25	_____
Line 5.	Adjustment Factor for Non Pre-priced Tasks (3.B)	_____
Line 6.	Multiply Line 5 by .5	_____
Line 7:	Summation of lines 2, 4, and 6 (Combined Adjustment Factor)	_____

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 3: COMPANY PROFILE QUESTIONNAIRE

1. What is your company's official registered name?

PaveConnect Logistics, LLC dba PaveConnect

2. What is/are your corporate office location(s)?

Sheridan, Arkansas

3. Please provide a brief history of your company, including the year it was established.

PaveConnect Logistics, LLC (PaveConnect) officially incorporated in 2019. However, the PaveConnect business began operations in 2013 as an internal paving and flooring division of PaveConnect Logistics, Inc. The paving and flooring program started as a value-add offering in PaveConnect's TCPN response for a previously awarded contract. The value-add provided by the newly formed paving division continued to grow through TCPN opportunities so PaveConnect continued to add Paving contractors to simulate the PaveConnect model in the Roofing space. As the paving and flooring division added experience in other business sectors, PaveConnect needed to separate the paving and flooring division from the traditional PaveConnect offering. PaveConnect created a separate business entity, PaveConnect, to focus on the paving and flooring opportunities within national account and public sector segments.

Since 2013, PaveConnect has grown its contractor base to over 360 contractors in the PavConnect network across all 50 states. PaveConnect continues to share staff resources with PaveConnect for Sales, Customer Service, and Accounting which will provide a seamless start if successful with this RFP response.

PaveConnect is based out of Sheridan, AR with shared office space, shared customer support staff, and shared sales team with PaveConnect. This approach will provide a seamless and immediate contract launch with staff that is familiar with the cooperative approach.

4. Who is your competition in the marketplace?

Our competition in the marketplace consists of any paving service provider and paving contractor at the national, regional and local level.

5. What was your annual construction volume over last three (3) years?

2018: \$70,550,000

2019: \$103,389,166

2020: \$65,800,000

6. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

2018: \$758,408.82

2019: \$4,423,003.79

2020: \$4,265,825.64

7. What is your strategy to increase market share in the public sector?

Please review Exhibit A, PaveConnect's marketing plan. We feel this will explain our go to market strategy and means to increase market share.

8. What differentiates your company from competitors in the public sector?

PaveConnect's core competencies are specific to commercial paving and flooring services and we do not deviate away from the heart of our core business. Our core focus is to provide paving and flooring services that is adaptable and scalable to any agency's needs. PaveConnect has the ability to work with all major manufacturers' systems to accommodate agencies budgets and paving or flooring needs. PaveConnect's goal is to extend the life of an agency's flooring surface, not simply require replacements.

PaveConnect also has established contractual relationships with some of the top paving and flooring contractors in the industry. PaveConnect's Members are independently owned and operated and service the local markets in which they are located. PaveConnect Members have existing relationships with educational institutions. Our Members also have dedicated sales staff that is used as an extension to our Public Program.

PaveConnect's nationwide coverage is offered by a single call to PaveConnect which allows facility managers the peace of mind both for the reactive emergencies and proactive planning. PaveConnect will dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows PaveConnect the ability to reduce travel cost while utilizing internal systems to provide common and consistent tracking along with Asset Management history for the client.

PaveConnect has Paser Pavement Rating trained assessors on staff and the Technical Services Department works with the Account Management Team to assist clients in identifying and prioritizing specific paving or flooring needs. This enables facility managers to manage their paving and flooring budgets more effectively. Each year PaveConnect clients can budget for paving and flooring with ease, utilizing the tracking ability. PaveConnect's communication is second to none with a personalized web-based portal to track 100% of the client's inventory. This includes floor layouts, parking layouts, photos, budgets, and work order/invoice histories.

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 Equalis Group?

☒ Yes
☐ No

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

PaveConnect maintains a safety manual and tracks internal safety requirements according to the requirements of the manual. PaveConnect's network of contractors are evaluated on safety ratings through continuous updates of their Safety experience modification rating (EMR). PaveConnect's contractors must maintain a safety EMR level of less than 1.0 to be able to work with PaveConnect. In addition to safety EMR, PaveConnect maintains Certificate of Insurance on file with all contractors to verify compliance with insurance requirements.

PaveConnect in conjunction with the contractor performing the work will provide a pre-construction meeting prior to construction activities beginning. A safety component is included with the requirements of the meeting to discuss any safety concerns, areas to be corded off, and overall the approach to complete the work. By following this model, PaveConnect has been successful in preventing potential safety issues with work that has been performed.

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

PaveConnect is a professional roofing trade organization, comprised of independent commercial roofing companies throughout the U.S. This affiliation recognizes the need for complete regional/national coverage of consistent superior service from the most reputable, trustworthy, independent roofing contractors in the industry.

PaveConnect members are required to be a business that is actively engaged in the roofing and waterproofing contracting industry. In addition, members must meet the following criteria:

- independently owned and operated;
- recognized in the industry as consistently providing a high level of customer service;
- have maintained a record of stability during its years of operation;
- have demonstrated high standards of ethical business conduct;

- have been in business in the roofing and waterproofing contracting industry for not less than ten years;
- have experienced construction personnel in its employ;
- be bondable;
- maintain a dedicated maintenance and repair service department or group and designate a specific contact person for maintenance and repair – related services;
- be recognized by leading product manufacturers as a quality contractor in the roofing and waterproofing contracting industry; and
- meet such other criteria as may be established from time to time by PaveConnect.

PaveConnect may add Member Contractors as market needs require. Prior to consideration of membership, a review of service capabilities, safety plans, and overall management commitment will be conducted. PaveConnect's executive team must approve the recommendation.

Nationwide coverage is offered by a single call to PaveConnect which allows facility managers the peace of mind both for the reactive roofing emergencies and proactive roof asset planning. We dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows us the ability to reduce travel cost while utilizing our internal systems to provide common and consistent tracking along with Asset Management history for our clients. PaveConnect's communication is second to none. We provide a Personalized Web Based Portal to track 100% of your roof inventory. This includes roof diagrams, photos, budgets, and work order/invoice histories. Solving your roof leaks forever is as easy as one call.

PaveConnect's Member Contractors may act as the prime contractor on any Equalis Group related projects. A subcontractor plan will be submitted as required by Equalis Group members prior to the start of any project. PaveConnect members, along with Equalis Group member organizations will review the subcontractor plan prior to the start of the project. Modifications will be made as directed by Equalis Group members in order to meet the requirement identified for the project.

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, disabled 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)



February 25, 2021

Re: Statement of Bonding Position for **RoofConnect Logistics, Inc. dba RoofConnect**

To Whom It May Concern:

We currently provide the bonding for RoofConnect through The Gray Insurance Company. Gray Insurance has an A-(Excellent) 8 rating by AM Best.

This letter serves to confirm that The Gray Insurance Company (Gray) is providing surety credit to RoofConnect. The current single project amount is \$10,000,000 and the aggregate amount is \$25,000,000. The entire program is currently available. These limits are not to be construed as maximum limits available. The writing of any specific bond is subject to our normal underwriting review, which among other things includes examination of the contract terms and verification of project financing. We have enjoyed a very good relationship with RoofConnect and consider them to be an important client.

It is our assessment that RoofConnect Logistics, Inc. dba RoofConnect is well managed and properly financed and we can provide our full recommendation to you for their involvement in any project. We assume no liability to third parties or to you if for some reason we do not execute said bonds.

If we can be of any further assistance, please feel free to contact us directly at 404-633-4321.

Regards,

YATES INSURANCE AGENCY

A handwritten signature in black ink, appearing to read "Gary Spuller".

Gary Spuller
Bond Underwriting 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: Wayne Gwaltney

Title: VP of Sales

Company: PaveConnect Logistics, LLC dba PaveConnect

Address: 44 Grant 65 - PO Box 908

City: Sheridan State: Arkansas Zip: 72150

Phone: 877-942-5613 Fax: _____

Email: equalis@roofconnect.com
wayne.gwaltney@roofconnect.com

Account Manager / Sales Lead

Contact Person: Ken Beck

Title: Director of Business Development

Company: PaveConnect Logistics, LLC dba PaveConnect

Address: 44 Grant 65 - PO Box 908

City: Sheridan State: Arkansas Zip: 72150

Phone: 877-942-5613 Fax: _____

Email: equalis@roofconnect.com
ken.beck@roofconnect.com

Contract Management (if different than the Sales Lead)

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: Jarred Crow

Title: CFO

Company: PaveConnect Logistics, LLC dba PaveConnect

Address: 44 Grant 65 - PO Box 908

City: Sheridan State: Arkansas Zip: 72150

Phone: 877-942-5613 Fax: _____

Email: equalis@roofconnect.com; jarred.crow@roofconnect.com

Marketing

Contact Person: Rachel Mooney / David Huval

Title: Marketing Coordinator

Company: PaveConnect Logistics, LLC dba PaveConnect

Address: 44 Grant 65 - PO Box 908

City: Sheridan State: Arkansas Zip: 72150

Phone: 877-942-5613 Fax: _____

Email: rachel.mooney@roofconnect.com; david.huval@roofconnect.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:

<u>Entity Name</u>	<u>Contact Name & Title</u>	<u>City/State</u>	<u>Phone Number</u>	<u>Years Serviced</u>	<u>Annual Volume</u>
Sheridan School District	Jerrod Williams, Superintendent	Sheridan, AR	870-942-3135	4	\$193,402
City of Roswell, GA	Taylor Smith, Project Coordinator	Roswell, GA	770-641-3973	2	\$173,445 total volume
Arkansas State University	Mark Hastings, Maintenance Coordinator	Beebe, AR	501-882-4525	1	\$44,261
Burlington Stores, Inc.	Rodney W. McCormick, Director, Facilities-Capital Assets	New Castle, PA	724-657-0793	7	\$5,186,224
CubeSmart Self Storage	Bob Hawbaker, Facility Services Manager	Wayne, PA	303-503-0037	8	\$265,565
Cushman & Wakefield	Sierra Sharp, Project Manager Facilities Solutions	Colwich, KS	316-721-3656	8	\$1,387,145

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

Equalis Group
TIPS

R10-1103A
200602

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.

PaveConnect is a professional paving trade organization, comprised of independent commercial paving companies throughout the U.S. The state or local specific licensing requirements will be held by the contractors in each local market. A license will be provided to the agency prior to commencing work upon request. PaveConnect is not listed as a M/WBE, HUB, DVBE, small and disadvantaged business, and any other diverse business. PaveConnect strives to partner with diverse business contractors to help meet any diverse requirements for agencies.

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.

PaveConnect staff has experience working with Job Order Contracting methods since 2013. The primary delivery method is through our Equalis contract that was awarded in 2020.

Additionally, we hold an OMNIA Partners, Public Sector contract that was effective beginning in 2014. Project proposals submitted to Member Agencies were bid using traditional bid practices. RoofConnect, as the contract holder, would verify Member Contractors' proposals against the Line-Item Pricing per the awarded contract. Any discrepancies would be communicated to the Member Contractor in order for the pricing to be adjusted to be in compliance with the contract. When requested, the Line-Item Proposal was submitted to the Member Agency and also included with the Purchase Order Documents for specific projects.

In addition to the OMNIA Partners, Public Sector contract, RoofConnect holds a cooperative contract with TIPS-USA. The Job Order Contracting method used with TIPS-USA is through the RSMeans job costing method. Similarly, projects would be bid through traditional bidding practices with the Member Contractor. Proposals are verified for compliance with RSMeans Online with the current cost data and the city cost index associated with the location of the project. Any discrepancies identified with the proposal is communicated to the Member Contractor in order for the proposal to be compliant with the contract. The RSMeans estimate is submitted to TIPS-USA in order for the TIPS-USA purchase order to be submitted to the Member Agency and RoofConnect.

Our philosophy of the Job Order Contracting methods has been for PaveConnect to perform the contract compliance for our Member Contractors. This approach adds an additional layer for the Cooperative programs that ensures that any requirements are being met prior to any submission to the Cooperative. RoofConnect also believes that using traditional bidding practices to develop the proposal will maintain competitive bids for the Member Agencies.

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

PaveConnect has not been involved with any litigation, bankruptcy, or reorganization.

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.

The following pages contain our Marketing and Communications Plan which addresses the necessary points listed above. It also includes a complete marketing program for implementing the contract into our sales offering.

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.

PaveConnect will provide our logo to Region 10 ESC and Equalis Group for marketing purposes.

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.

PaveConnect is a professional paving trade organization, comprised of independent commercial paving companies throughout the U.S. The state or local specific licensing requirements will be held by the contractors in each local market. A license will be provided to the agency prior to commencing work upon request. PaveConnect is not listed as a M/WBE, HUB, DVBE, small and disadvantaged business, and any other diverse business. PaveConnect strives to partner with diverse business contractors to help meet any diverse requirements for agencies.

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.

Please refer to our Value-Add section on the following pages.

PaveConnect's value-add services include the following:

PaveConnect has partnered with RAM-USA to provide aerial infrared scanning technologies for roof and parking lot assessments. Please refer to the following information. Pricing provided on a case by case basis.



Roof & Building Envelope Consulting & Engineering Services

Aerial Infrared Roof Scans



RAM USA's Aerial Infrared Roof Scans are industry leading, non-destructive diagnostic services used to accurately, quickly, and cost effectively find hidden moisture in your roofs.

This is the 1st Step in truly understanding the condition of your roofs, it assists with leak investigation, and helps establish how to properly maintain them going forward.

Our expertise and the analysis of these scans provides a roadmap that assists in further investigation during roof surveys.

RAM USA's Process provides early detection of even the smallest amounts of moisture. Proactive measures can then be taken to prevent larger problems and unnecessary spending.



AERIAL SCAN - HIGHLIGHTS & BENEFITS

DIFFERENTIATORS

- High Speed, High Resolution Imagers
- 25+ Years of Experience
- Highest Level Infrared Certifications
- Proprietary Analysis Process
- Detailed Reporting

FEATURES

- Nationwide Coverage
- Great for Large Roofs
- Excellent for Campuses
- Uniform Results Across Expansive Portfolios

BENEFITS

- Saves Time & Money (Covers Area Quickly)
- Eliminates Guesswork
- Increases Safety (No Personnel on Roofs)

Extend Your Budget!

Aerial Infrared Roof Scans are the most cost effective way to get a grasp of the condition of your flat/low-slope roofs!

Spend Pennies & Save Dollars!

Large Portfolio Solutions

RAM USA's Programs Handle:

- Millions of Square Feet
- 1 - 100+ Buildings
- Campuses & Municipalities
- Portfolios Spread Across a Large Geographic Area



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: Jeremy Hill, VP of Operations



City/State/Zip: Sheridan, AR 72150

Telephone No.: 877-942-5613

If a partnership, names and addresses of partners:

Notarized

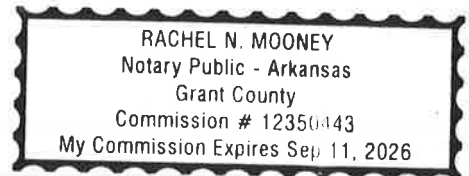
Subscribed and sworn to before me this 1st day of March, 2021

Notary Public in and for the County of Grant

State of AR

My commission expires: 9/11/2026

Signature: Rachel N. Mooney



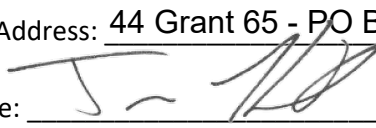
PROPOSAL FORM 10: CLEAN AIR WATER ACT

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: PaveConnect Logistics, LLC dba PaveConnect

Title of Authorized Representative: VP of Operations

Mailing Address: 44 Grant 65 - PO Box 908, Sheridan, AR 72150

Signature: 

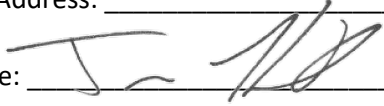
PROPOSAL FORM 11: DEBARMENT NOTICE

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: PaveConnect Logistics, LLC dba PaveConnect

Title of Authorized Representative: VP of Operations

Mailing Address: 44 Grant 65 - PO Box 908, Sheridan, AR 72150

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

3/11/21

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 black ink, appearing to be "J. N.", written above a horizontal line.

Signature of Respondent

3/11/21

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 PaveConnect Logistics, Inc. dba PaveConnect

ADDRESS 44 Grant 65 - PO Box 908

Sheridan, AR 72150

PHONE 877-942-5613

FAX _____

RESPONDANT



Signature

Jeremy Hill

Printed Name

VP of Operations

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

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.

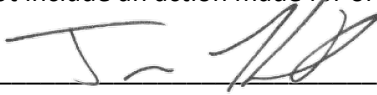
Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

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? 
(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? 
(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.) Arkansas

<u>PaveConnect Logistics, Inc. dba PaveConnect</u>	<u>44 Grant 65</u>	
Company Name	Address	
<u>Sheridan</u>	<u>Arkansas</u>	<u>72150</u>
City	State	Zip

PROPOSAL FORM 18: FEDERAL FUNDS CERTIFICATION 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?



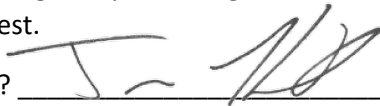
(Initials of Authorized Representative)

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?



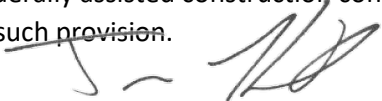
(Initials of Authorized Representative)

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?



(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. 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? J - [Signature]

(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? J - [Signature]

(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? J - [Signature]

(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? 

(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? 

(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? 

(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? JS

(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? JS

(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? JS NH
(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? JS NH
(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? JS NH
(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.

RoofConnect Logistics, Inc. dba RoofConnect

Company Name
JS NH

Signature of Authorized Company Official

Jeremy Hill

Printed Name

VP of Operations

Title

3/11/21

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).)

3/11/21

Date



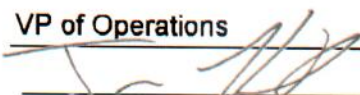
Authorized Signature & Title

Confidential Information

- Page 18; Question 5
 - PaveConnect's sales volume shall remain confidential. Because PaveConnect is not publicly traded, it is not required to disclose financial information by the Security Exchange Commission, as required of publicly traded organizations.
- Page 19; Question 6
 - PaveConnect's sales volume shall remain confidential. Because PaveConnect is not publicly traded, it is not required to disclose financial information by the Security Exchange Commission, as required of publicly traded organizations.
- Page 26; References
 - PaveConnect customer information as well as sales and pricing shall remain confidential. Specific client contact information has also been included in the reference sections that can be used by RoofConnect's competitors.


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 PaveConnect Logistics, LLC dba PaveConnect
Address 44 Grant 65 - PO Box 908
City/State/Zip Sheridan, AR 72150
Telephone No. 877-942-5613
Fax No. _____
Email address wayne.gwaltney@paveconnect.com
Printed name Jeremy Hill
Position with company VP of Operations
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

6/21/21
Date

Jana Burns
Print Name

Equalis Group Contract Number R10-1117L

PAVECONNECT MARKETING and COMMUNICATIONS PLAN

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 Partners Member. Work Order Proposal Packages will be performed by a team that includes the Project Manager and Technical Representative (PaveConnect standard proposal) and Government Contract / Compliance Manager (preparation of EQUALIS Partners 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 PaveConnect Government Contract / Compliance Manager to ensure compliance with EQUALIS Partners requirements.

The PaveConnect 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 local Member Contractor's sales departments.

Table 1: Key sales and marketing personnel supporting the EQUALIS Contract.

*All personnel can be reached via equalis@paveconnect.com or 877-942-5613.

Name	Title	Assignment for RFP	Region
David Workman	CEO	Sales/Marketing	PaveConnect HQ
Wade Crosswhite	President	Sales/Marketing	PaveConnect HQ
Eric Harrison	Vice President of Technical Services	Sales/Marketing/Technical	PaveConnect HQ
Jeremy Hill	Vice President of Operations	Contract/Compliance Manager	PaveConnect HQ
Gina Nutt	General Manager	Sales/Marketing	PaveConnect HQ
Rachel Mooney	Marketing Coordinator	Administrative Support/ Sales/Marketing	PaveConnect HQ
Millie Plunkett	Customer Service Manager	Sales/Marketing	PaveConnect HQ
Wayne Gwaltney	VP of Sales	Sales/Marketing	PaveConnect HQ
Ken Beck	Director of Business Development	Sales/Marketing	Texas Region
Kris Costas	Regional Account Manager	Sales/Marketing	Mid-Atlantic Region
Cory Johnson	Regional Account Manager	Sales/Marketing	Arkansas Region
Wendy Lites	National Account Manager	Sales/Marketing	PaveConnect HQ
Mark Matoska	Regional Account Manager	Sales/Marketing	Texas Region
Michael Moore	Regional Account Manager	Sales/Marketing	Georgia Region

EXECUTIVE SUMMARY

PaveConnect will aggressively promote the Equalis 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 and PaveConnect's unique benefits to buyers within all applicable agencies and continues through managing customer relationships.

PaveConnect'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 Roll-Outs.
- **Consideration** – Tradeshow, Direct Marketing/Telemarketing, Manufacturer Partner Opportunities, Sustainable Energy Efficiency Calculations
- **Create Preference** – Sales Tools, Custom Literature, Value-adds for Equalis Members: Customer Support / Customer Service/Training/ Natural Disaster Response / Warranty Maximization Program / Online Portfolio / Roof Asset Management
- **Close Sale** – Equalis Member Proposal Draft, PaveConnect Proposal, Local Project Manager, Quote / Proposal Process
- **Manage Relationship** – Customer Satisfaction Surveys, Social Media, Referrals

AWARENESS: INTERNAL AND EXTERNAL COMMUNICATION STRATEGY

Creating awareness begins with the PaveConnect brand campaign, which will be launched after award of contract within 30 days to promote our extensive repairs for roofing and other value-added capabilities. Our focus is to build awareness of PaveConnect and Equalis, 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.

Awareness: Public Relations

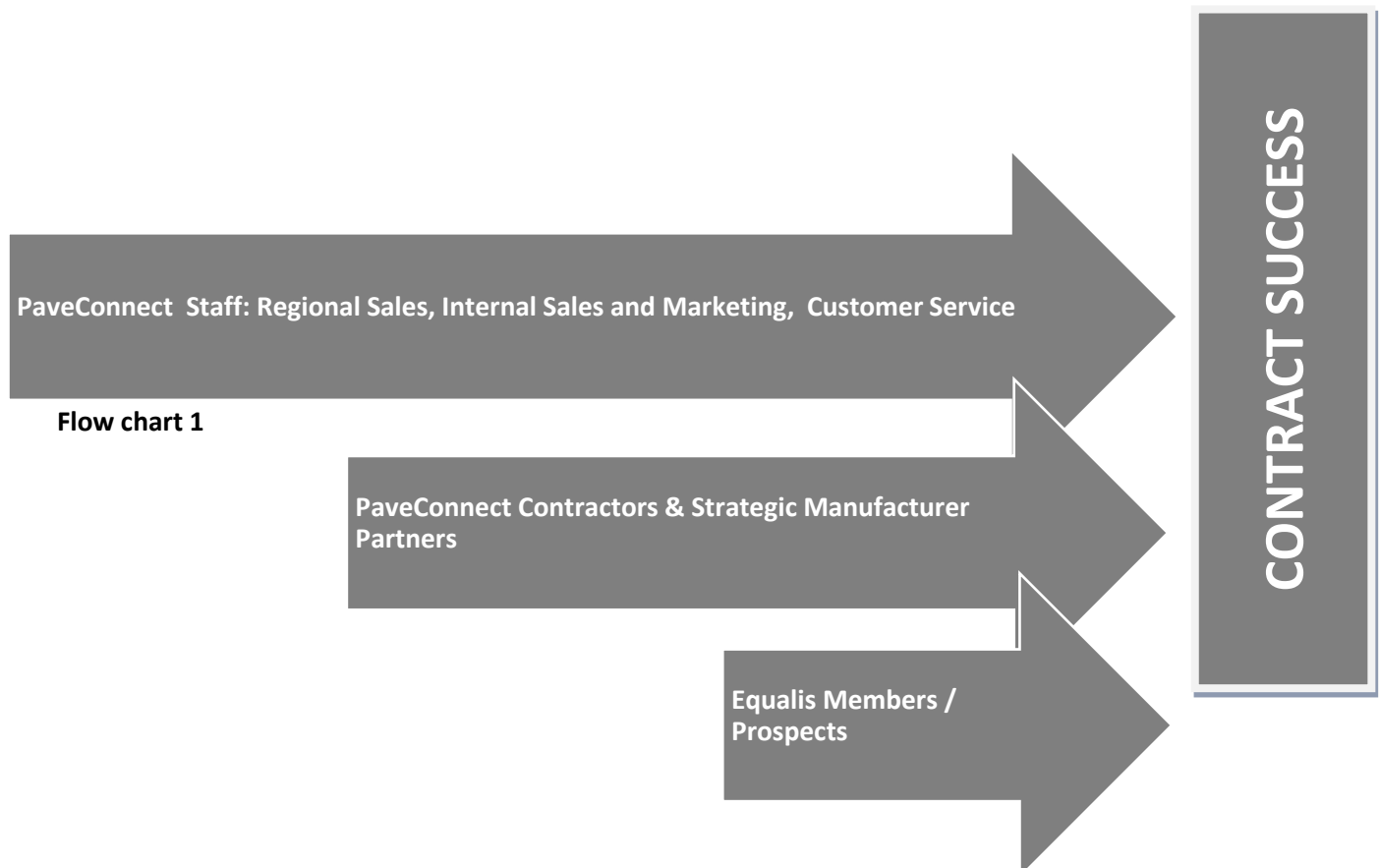
State and local media will be reached with press releases. After the initial contract announcement is made, an on-going campaign will be designed around Equalis success stories illustrating how customers have benefited from procuring their roofing projects via the Equalis Contract and PaveConnect.

Awareness: Internal Communications / Training

The continued training of the PaveConnect 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:

- Training seminars and webinars for continuing education
- Creation of PowerPoint presentation for consistent messaging
- Use of PaveConnect's National Customer Database for posting articles, selling tips and success stories internally to all our shareholders across the country
- Annual training at Equalis Headquarters
- PaveConnect weekly sales meetings to discuss opportunities and strategies
- Two-day quarterly sales meetings
- Currently under contract with Sandler trainer to help grow Equalis business

Awareness: Internal Communications / Training



Continued training of PaveConnect staff. The next phase of training will include PaveConnect Contractors and Strategic Manufacturer Partners. This training will be accomplished by efforts of the PGM, the Equalis Representative and the PaveConnect personnel. Lastly, introduction of the Equalis contract will be executed by all members of the team to the Equalis members and prospects so that contract success is achieved.

Awareness: Current Customers Presentations

Many of our PaveConnect Contractors already have relationships with Public Agencies that desire to do business with them. Continued introduction of this contract to these customers will be paramount to a continued growth of this contract.

Awareness: Electronic Marketing

This would include targeted messages to Equalis Members and potential Members (obtain lists from online resources). Personalized mass email messages will be sent out commemorating the commencement of the contract and relationship. This can also be done for important or general information on an ongoing basis.

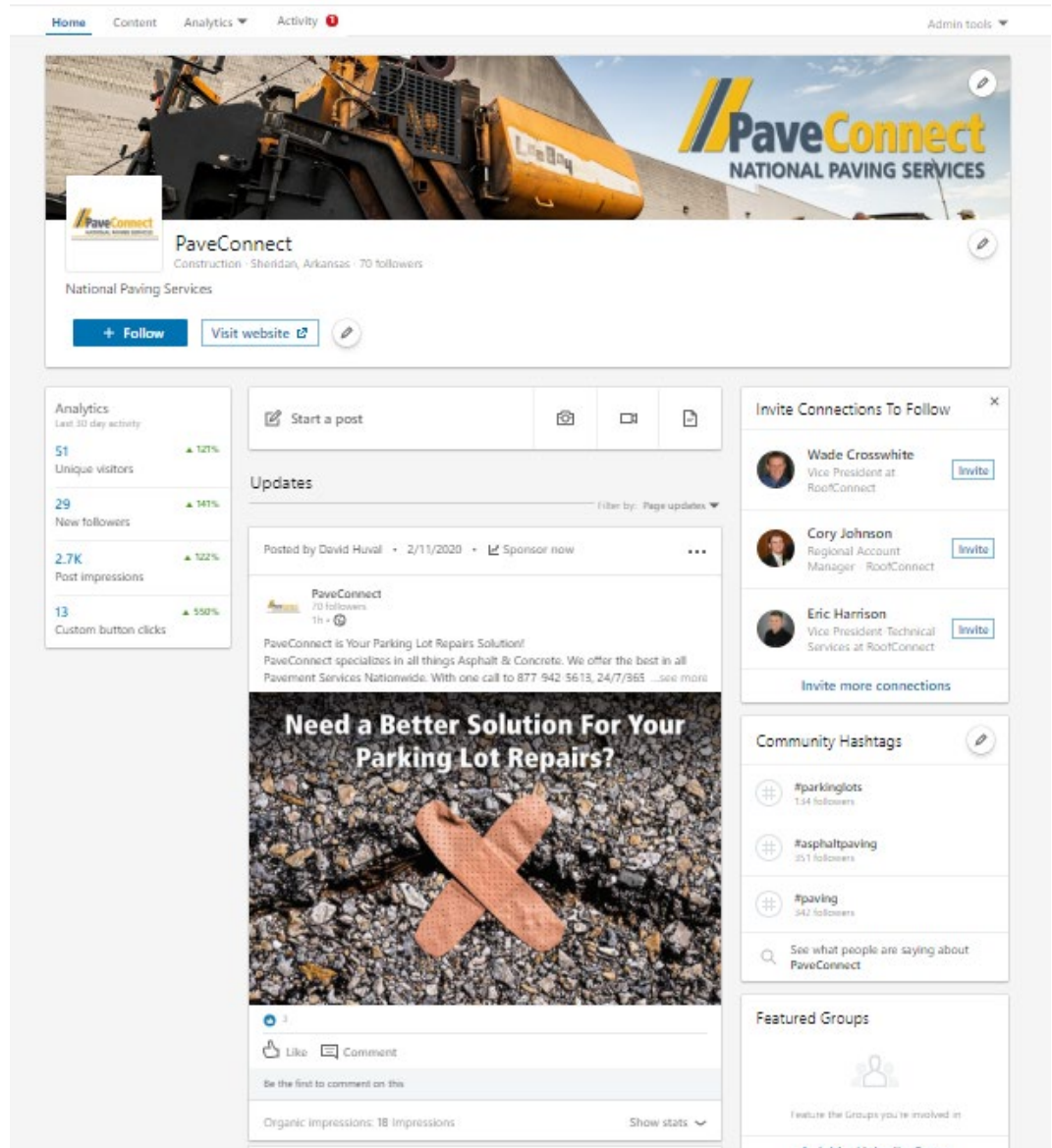
Awareness: Website

PaveConnect will develop a dedicated Public-Sector Page within the PaveConnect Website. The page will provide information on what entities can utilize cooperative contracts, as well as a link to the Equalis Website and contract documents.

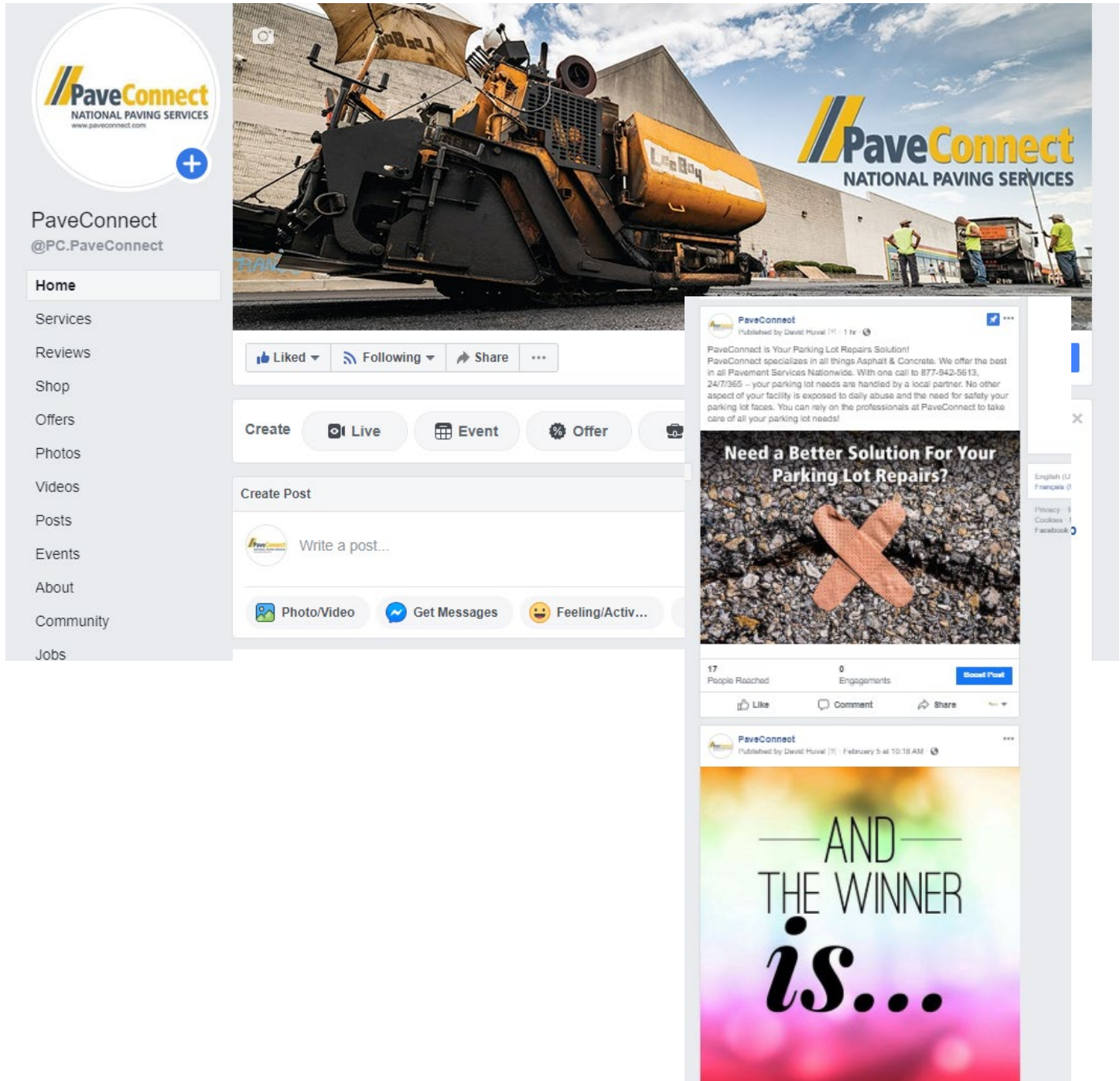
Awareness: Social Media Messages, LinkedIn

Partnership / Contract Announcement and others will be made on LinkedIn, Twitter and Facebook.

Screen Shot of
RoofConnect LinkedIn
Profile Page
[www.linkedin.com/com
pany/
paveconnect](http://www.linkedin.com/company/paveconnect)



Awareness: Social Media Messages, Facebook



The image shows a Facebook profile for PaveConnect, National Paving Services. The profile picture is the company logo. The cover photo shows a large yellow paving machine at a construction site. The left sidebar contains navigation links: Home, Services, Reviews, Shop, Offers, Photos, Videos, Posts, Events, About, Community, and Jobs. The main content area displays a post from PaveConnect, published by David Huxal 1 hour ago. The post text reads: "PaveConnect is Your Parking Lot Repairs Solution! PaveConnect specializes in all things Asphalt & Concrete. We offer the best in all Paving Services Nationwide. With one call to 877-942-5613, 24/7/365 - your parking lot needs are handled by a local partner. No other aspect of your facility is exposed to daily abuse and the need for safety your parking lot faces. You can rely on the professionals at PaveConnect to take care of all your parking lot needs!" Below the text is a photo of a parking lot with a large orange 'X' marked on the asphalt. The post has 17 people reached and 0 engagements. Below this is another post from PaveConnect, published by David Huxal on February 5 at 10:18 AM, with the text "—AND— THE WINNER is..." on a colorful background.

Awareness: Advertising
State, Local and Association Advertising

The Equalis Contract(s) will be promoted within targeted states through advertisements in state, local and association publications, as well as the individual Equalis members and their related activities. Below is a list of Associations with publications we may utilize as advertising vehicles.

Advertising vehicles:

State	Publications
State Level (will vary by state)	<ul style="list-style-type: none"> ▪ Association of School Business Officials (ASBO) ▪ Municipal League ▪ Association of Public Purchasing Agencies ▪ School Plant Managers Association ▪ School Board Administrators ▪ School Facility Administrators ▪ Governmental Procurement Association ▪ Maintenance & Operations Associations

Awareness: Direct Marketing

Educating current Equalis members on PaveConnect benefits will be a priority executed through a direct marketing blast to the membership list with the assistance of Equalis. We will also submit general information articles regarding roofing, sustainability, energy efficiency, preventative maintenance, etc. for every monthly or quarterly publication that Equalis sends out to its members as allowed. These types of promotions will introduce our combined capabilities and invite Equalis members to learn more about contract benefits. A further promotion to all relevant entities within awarded states will also be executed to increase general market awareness.

Awareness: Associations and School Boards

Participation in local associations and school-board events will be a priority as we continue our focus upon building relationships and establishing a reputation within awarded states.

Awareness: Targeted Rollouts with Manufacturer Partners

PaveConnect has many Manufacturer Partners and will continue to contact targeted manufacturers to announce the new contract opportunity. Rollouts with their respective sales forces will be initiated to promote the contract. These Manufacturers have knowledge of upcoming opportunities across the country and leveraging our Equalis Contract will continue to provide many Equalis opportunities.

CONSIDERATION – LEAD GENERATION AND DEVELOPMENT

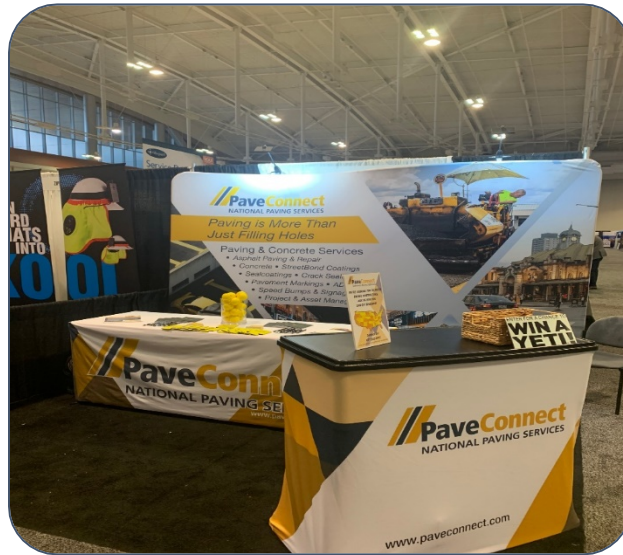
Generating qualified leads to open new accounts is a program priority within awarded states. PaveConnect will partner with RoofConnect to attend as many trade shows as possible.

Consideration: Tradeshow

With numerous shows to consider, a trade-show strategy will be developed to maximize return on investment. An exhibit booth featuring the EQUALIS logo will be deployed, and we will attempt, wherever possible, to participate in tradeshow workshops and breakout sessions. Trade shows attended by Equalis will take the highest priority.

Consideration: Tradeshow

PaveConnect's participation in these and other national trade shows will also benefit Equalis. Once awarded, we will proudly display the Equalis logo as an approved vendor at all appropriate trade shows and industry functions. PaveConnect is fully equipped to attend both large and small trade shows and with numerous booths available, coverage can be optimal. PaveConnect Booth is seen below:



Pre-Show mailers will be sent to attendees raising awareness of PaveConnect's attendance and encouraging attendees to visit the booth.

Consideration: Direct Mail Marketing/Telemarketing

Campaigns offering paving solutions will be part of the marketing mix. PaveConnect will have personnel that will actively and strategically pursue all the markets where entities can use the contract. In some cases, the telemarketing will be performed in conjunction with a direct mail campaign that will be described below under Literature. This campaign may be an extension of an advertising campaign so that we can achieve more success. Our goal will be to generate sales appointments for our sales team.

Consideration: Manufacturer Partner Opportunities

PaveConnect will follow-up with Manufacturers on opportunities that they provide to PaveConnect to achieve the result of driving increased education and government sector sales. PaveConnect is currently setting meetings with strategic partners to start introduction of this potential contract, to maximize sales and marketing resources and opportunities.

In addition, joint sales calls and scope meetings with sales executives from partner Manufacturers will be pursued.

CREATE PREFERENCE

Once awareness is created within a target account, a combination of programs will be executed to move the

prospect to a first purchase. Our objective is to reach prospects as many times as possible with a consistent message.

Create Preference: Sales Tools

Consistent branding and messaging will be reinforced through a combination of literature, presentation materials and case studies.

Create Preference: Custom Literature

Custom literature will be created with the Equalis logo.

Create Preference: Value-add Marketing for EQUALIS Members

Value-add Marketing: Customer Support

PaveConnect Customer Service

PaveConnect Customer Service (open 24/7/365) brings accuracy and accountability to roof repairs and is a service available to all Equalis Members at no charge.

Advantages include:

- A secure log-in to PaveConnect Service.
- Before and after pictures of the completed repair work.
- Views via aerial images.
- Ability to review the work authorization form signed at the site by the customer representative.
- Review of recommendations for preventative maintenance or additional services suggested.

There will be pre-set pricing from the contract and members will receive priority servicing and tracking abilities with PaveConnect's online customer portal. This allows for more informed decision making when determining what roofs to replace in a budget year.

Value-add Marketing: Training

PaveConnect will offer to any member of the Equalis access to training webinars and special dedicated sessions for their staff. This can also include seminars performed on location with advanced scheduling.

PaveConnect will provide a variety of training opportunities available to Equalis and/ Equalis Members.

They include and are not limited to the following:

- ADA Compliance
- Parking Lot Safety & Inspection
- Best Practices

Value-add Marketing: PaveConnect Customized Online Portfolio Manager

PaveConnect's online portfolio manager provides organizations access to their roofing inventory. Where there are multiple facilities to manage, cataloging the chronological roof repair and maintenance activity is essential. PaveConnect provides an on-line portfolio management application designed for customers with multiple facilities.

This component of PaveConnect serves as an electronic repository that allows clients:

- Access to current paving projects
- Review of historical information regarding each lot
- Development of future budgeting programs
- Gantt charts showing time progression to project completion
- Portfolio organization based upon pavement life expectancy and stores warranty information
- Maintenance of the electronic job file that includes such historical items as progress pictures of paving construction, permits, local codes and other relevant information.

Value-add Marketing: PaveConnect Asset Management Reporting

This fee-based service provides objective analysis to aid in the decision making of maintenance, repair and replacement expenditures so that parking lot life can be maximized, and overall life cycle costs can be lowered. Please refer to **Tab 5, Section Value-Add Products and Services** for complete details and pricing. Upon enrollment, PaveConnect Asset Management program provides important financial guidance in making difficult repair versus replacement decisions. Our methodology provides customers the ability to compare the annual investment of a repair relative to the annual investment of new pavement, simplifying the decision and providing the information needed to reduce both ownership and operating costs. The end in mind of this program is to maximize the life of a roof by extending its life and therefore lowering its life cycle costs. By implementing a methodology of never replacing a roof prematurely, PaveConnect's Services assure maximizing your roofing investment.

- Each facility area is evaluated section by section based on the condition of the floor, floor covering material, and external surfaces.

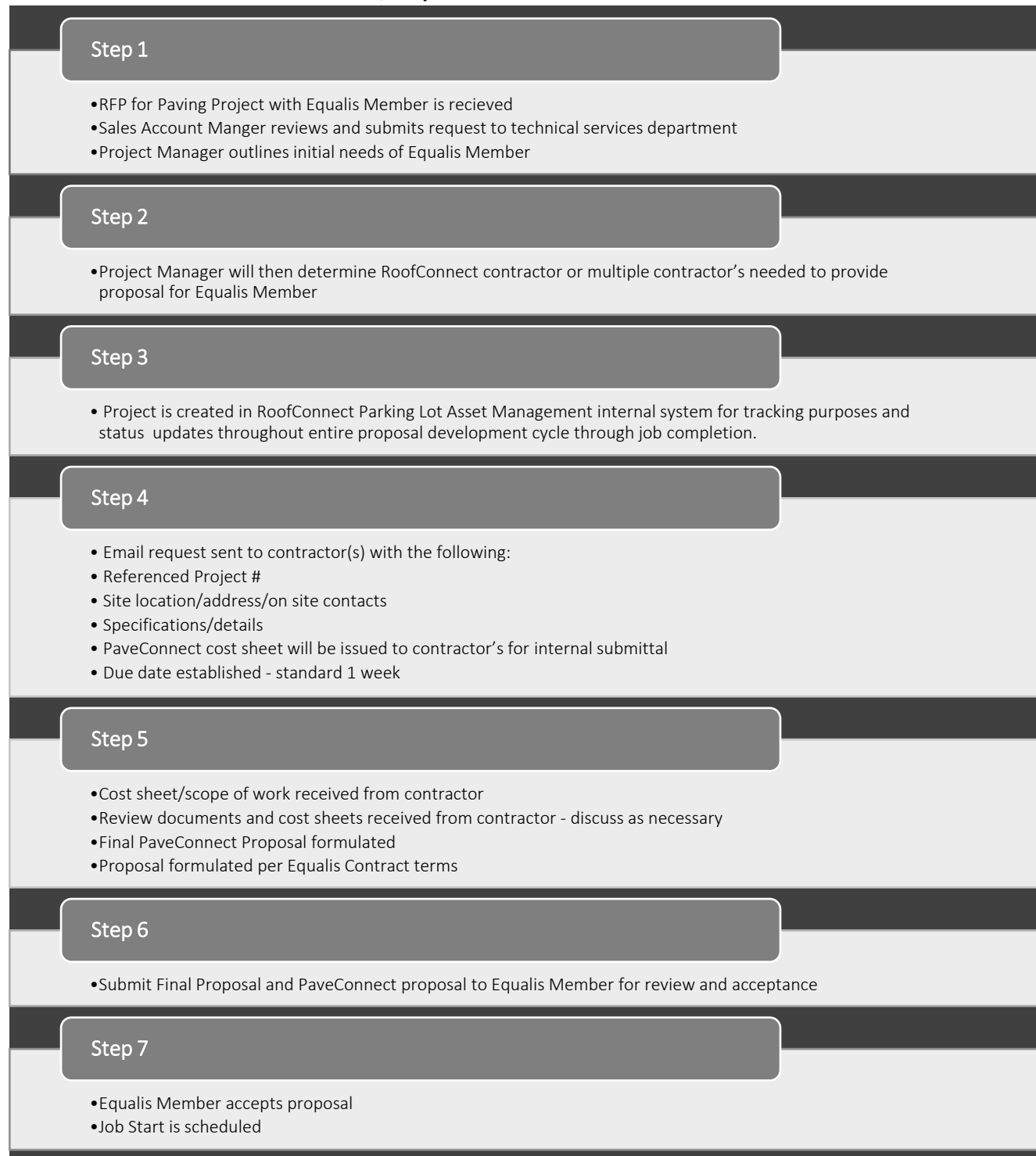
CLOSE SALE

Our efforts to build awareness, gain consideration, generate leads and create preference for PaveConnect products and services purchased under the Equalis Contract(s) continue through the action of closing the sale.

PaveConnect's standard proposal system reinforces the brand, quality, and consistency of our promotional efforts, tying everything together in this final "package." The Local Project Manager and/ or Technical Representative will review the project with the Equalis Member and will work through the specific details of the scope in alignment with budgets. Once agreed upon, the Local Project Manager will work directly with PaveConnect Government Contract / Compliance Manager (TBD) to develop a proposal that covers the necessary scope. The final proposal package will be delivered by the Local Project Manager and / or PaveConnect Representative. Coordination by the local Project Manager will help to ensure seamless delivery and will allow us to team together to secure more work from within the customer's portfolio as well as to secure future opportunities in the area.

Close Sale

Flow chart 2: PaveConnect's Quotation/Proposal Process



Manage Relationship

A sale does not complete or end our relationship with Equalis members, it deepens it. We are committed to managing these relationships at the highest level, to ensure satisfaction and identify areas for continuous improvement. Post-job surveys can be created to include Equalis procurement information and this data will then be shared with Equalis annually.

We can also use loyalty as a way of developing other relationships via referrals. Referrals will be a consistent method to drive and deepen loyalty. Once someone else uses the contract from a referral, there will be a synergy formed and a “following” can be developed that will only encourage more use of the contract.

Using our Customer Relationship Management System, we will continue to stay in touch via social media and personal contact from our National Account Managers.