



July 27, 2023

Sarah Vavra, Senior Vice President Public Sector Contracting Omnia Partners 5001 Aspen Grove Drive 6th Floor Franklin, Tennessee 37067

Re: Job Order Contracting (JOC) RFP # 11-23

Dear Ms. Vavra:

On behalf of HITT Contracting, I am pleased to submit our proposal in response to Region 14 Education Service Center's (Region 14 ESC) Solicitation Number 11-23 for job order contracting made available through the National Cooperative Purchasing Alliance (NCPA). Our mission is to provide the best value to your project through our dedicated team of skilled professionals.

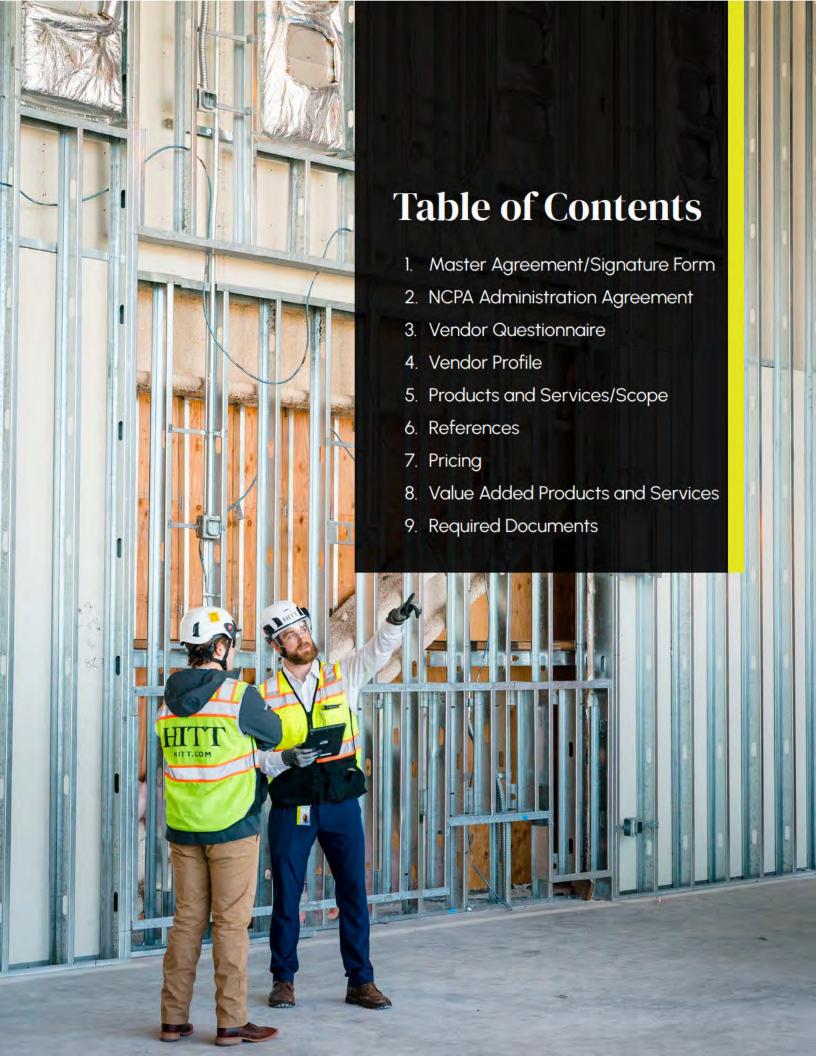
Our team is committed to continuing to partner with you to achieve opportunities for cost savings and proactive sequencing of your project schedules. We will staff this project full time, on-site representatives from each of our 14 offices for daily project organization.

THE HITT WAY of doing business—maintaining integrity while delivering high-quality, timely construction and service projects—has helped us earn our upstanding reputation in the construction industry. We will use our leverage as an industry leader in this local market to add value to your team and get the job done right.

WE THANK YOU for the opportunity to continue working with the Region 14 ESC through the NCPA. If you have any questions or require additional information, please do not hesitate to contact me directly at 843.308.9435 or jvanscoy@hitt-gc.com.

Sincerely,

Josh VanScoy Vice President





SIGNATURE FORM

Authorized Signature

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

Prices are guaranteed: <u>120 days</u>		
HITT Contracting, Inc.		
Company Name		
216 Seven Farms Drive		
Address		
Charleston	South Carolina	29492
City	State	Zip
843.308.9435		
Telephone Number	Fax Number	
jvanscoy@hitt-gc.com		
Email Address		
Josh VanScoy	Vice President	
Printed Name	Position	
9480		



TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of September 5, 2023 between National Cooperative Purchasing Alliance ("NCPA") and HITT Contracting, Inc. ("Vendor").	by and
Recitals	

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 5, 2023, referenced as Contract Number 04-28, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Job Order Contracting;

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

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

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

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

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

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

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing
 materials and advertisement. Any use of NCPA name and logo or any form of publicity
 regarding this Administration Agreement or the Master Agreement by Contractor must
 have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this
 Administration Agreement or to recover any administrative fee and accrued interest, the
 prevailing party shall be entitled to reasonable attorney's fees and costs in addition to
 any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be
 assignable by Contractor without prior written consent of NCPA, provided, however, that
 the Contractor may, without such written consent, assign this Administration Agreement
 and its rights and delegate its obligations hereunder in connection with the transfer or
 sale of all or substantially all of its assets or business related to this Administration
 Agreement, or in the event of its merger, consolidation, change in control or similar
 transaction. Any permitted assignee shall assume all assigned obligations of its assignor
 under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	HITT Contracting, Inc.
Organization	Vendor Name
Sarah Vavra	Josh VanScoy
Name	Name
Sr. Vice President, Public Sector Contracting	Vice President
Title	Title
5001 Aspen grove	216 Seven Farms Drive
Address	Address
Franklin, TN 37067	Charleston, South Carolina 29492 Address
Address	M
DocuSigned by:	9400
Signature 0746A	Signature
	July 27, 2023
September 11, 2023	Date
Date	



TAB 3 VENDOR QUESTIONAIRE

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

Locations Covered

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

All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)					
☐ Alabama	□ Illinois	☐ Montana	☐ Rhode Island		
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina		
Arizona	□ Iowa	☐ Nevada	☐ South Dakota		
Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee		
California	Massachusetts	☐ New Jersey	☐ Texas		
Colorado	Michigan	☐ New Mexico	☐ Utah		
☐ Connecticut	Minnesota	☐ New York	☐ Vermont		
☐ Delaware	Mississippi	☐ North Carolina	☐ Virginia		
☐ D.C.	Missouri	☐ North Dakota	☐ Washington		
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia		
☐ Georgia	Louisiana	Oklahoma	☐ Wisconsin		
☐ Hawaii	☐ Maine	Oregon	Wyoming		
□ Idaho	Maryland	☐ Pennsylvania			
	and Outlying Areas s equal to checking all b	oxes below)			
☐ American Samoa	☐ American Samoa ☐ Northern Marina Island				
Federated States of Micrones		☐ Puerto Rico			

☐ Guam	U.S. Virgin Islands
☐ Midway Islands	
All Canada Provinces and Territories (Selecting this box is equal to checking all b	oxes below)
Alberta	☐ Prince Edward Island
☐ British Columbia	Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	Yukon
Ontario	
If awarded a Master Agreement, will your compare public agencies in Canada? If no or maybe, please. Yes Maybe No HIT	
Minority and Women Business Enterprise (M It is the policy of some entities participating in N	T will consider on a case by case basis. WBE) and (HUB) Participation CPA to involve minority and women business
private sector customers? Yes Maybe No HIT Minority and Women Business Enterprise (M	T will consider on a case by case basis. WBE) and (HUB) Participation CPA to involve minority and women business d businesses (HUB) in the purchase of goods
private sector customers? Yes Maybe No HIT Minority and Women Business Enterprise (MIt is the policy of some entities participating in Ne enterprises (MWBE) and historically underutilize and services. Respondents shall indicate below	T will consider on a case by case basis. WBE) and (HUB) Participation CPA to involve minority and women business d businesses (HUB) in the purchase of goods
private sector customers? ☐ Yes	T will consider on a case by case basis. WBE) and (HUB) Participation CPA to involve minority and women business d businesses (HUB) in the purchase of goods whether or not they are an M/WBE or HUB Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business Organization/Corporation, what programs are in

☐ No, we do not hav	e any programs in place.
X Yes, we have prog	grams in place.
Please see the descript	ion of our programs in place at the end of this section.
Residency Responding Company State of South Card	y's principal place of business is in the city of <u>Charleston</u> , lina
Felony Conviction N Please Check Applica convictions must be a	able Box (If the 3 rd box is checked, a detailed explanation of the names and
☐ A publicly held co	rporation; therefore, this reporting requirement is not applicable.
X Is not owned or op	perated by anyone who has been convicted of a felony.
☐ Is owned or opera	ated by the following individual(s) who has/have been convicted of a felony
Distribution Channe Which best describes	I your company's position in the distribution channel:
☐ Manufacturer Dire	ect Certified education/government reseller
☐ Authorized Distrib	utor Manufacturer marketing through reseller
☐ Value-added rese	ller X Other: General Contractor
Processing Contact	Information
Contact Person	Jamie Shipman
Title	Senior Project Manager
Company	HITT Contracting, Inc.
Address	216 Seven Farms Drive
City/State/Zip	Charleston, South Carolina 29492
Phone	843.514.6468
Email	jshipman@hitt-gc.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no,

attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
X Yes ☐ No Pricing submitted includes the required NCPA administrative fee The NCPA fee is calculated based on the invoice price to the customer.
▼ Yes



Supplier Diversity

HITT began as a small business in 1937 and has since grown to become a top 20 nationally ranked general contractor. Our humble beginnings have given us perspective; we understand the challenges of building a business. Through this foundation, we have a sincere desire to partner with socioeconomically disadvantaged and small business suppliers and subcontractors across all construction trades.

To HITT, supporting the small business community is mutually beneficial. We provide diverse companies the opportunity to work with us and grow their businesses. In return, we're able to expand our database of diverse, reputable, and responsible suppliers. This not only allows us to meet the requirements of our clients and display







our commitment to the economic growth of the communities we serve, but provide opportunities to rising businesses with quality work on our projects.

HITT makes every effort to include diverse suppliers and subcontractors in all of our construction projects through the identification of small businesses and communication of upcoming opportunities. Corporate goals are tied directly to our various contract requirements, and subcontracting plans are developed based on the needs of each individual client and the requirements of each project.

In alignment with our pillars of corporate responsibility, HITT has developed a company-wide program to ensure small businesses have every opportunity to bid and be awarded work on all HITT projects. This program is based on two key components: identification and communication.

IDENTIFICATION

HITT identifies potential small businesses nationwide through localized community outreach. Effective outreach is a key factor in the successful inclusion of minority and disadvantaged businesses on our projects. By emphasizing community outreach in the regions and local communities where we work, we have developed a vast network of subcontractors and suppliers across the country. This crucial subcontractor network ensures we can meet our clients' diversity requirements.

Beyond our deep subcontractor network, we utilize other resources to identify small and minority contractors, depending on regional location and project-specific needs, in an effort to maximize our outreach opportunities to meet the desired participation levels. Common resources include:

- Proprietary source lists developed from small business procurement on other projects
- State and local small business directories
- Lists of firms that have experience with specific clients
- State and local small business seminars or work fairs



- Publication advertisements
- Local small business organizations that we utilize to advertise project opportunities

Once we identify targeted firms, our outreach may include:

- Contacting the businesses to obtain specific data about the firm, including:
 - » Contract information
 - » Current certifications
 - » The scope of work and/or services that the firm can provide
- Conducting small business focus groups with various organizations involved in contracting.
 During each meeting, we gather additional names of small business contractors and discuss challenges/barriers to successful small business participation
- Organizing an outreach meeting to introduce our project to the local construction community, during which we:
 - » Share the project schedule
 - » Communicate the small business participation plan, announce participation program goals, and other information pertinent to the project
 - » Organize a team building session to facilitate networking between large business and small business subcontractors



- Maintaining contact with certified small business firms from various lists, especially firms that attended outreach and/or one-on-one meetings
- Preserving a presence within the small business construction community throughout the project by attending organizational meetings supporting small businesses

COMMUNICATION

Once the basic identification of firms is accomplished, ongoing dialog and interaction is required with these firms to aid the awareness of bid opportunities with HITT, as well as foster their understanding of the skills and requirements necessary for each opportunity. We accomplish this through several means, including:

- Refining and instituting various small business outreach programs to aid them in understanding how to do business with HITT
- Implementing corporate small business subcontracting goals
- Providing on-site tutoring of diverse subcontractors
- Forming government-sponsored mentoring relationships with disadvantaged protégés

Uniquely, HITT employs a dedicated Subcontractor Relationships team that focuses on cultivating relationships, continually bridging communication, and establishing new partnerships with subcontractors. Each year we strive to provide more opportunities to small business suppliers and subcontractors than we did the previous year.





Tab 4—Vendor Profile

1. COMPANY'S OFFICIAL REGISTERED NAME

HITT Contracting, Inc.

2. BRIEF COMPANY HISTORY

In 1937, HITT Contracting was founded by Warren and Myrtle Hitt as a small family business that has expanded to be among the top 20 largest general contractors in the nation.

With deep roots in Washington, DC, our national presence has grown to include offices in Atlanta, Austin, Charleston, Dallas, Fort Lauderdale, Houston, Los Angeles, New York, Raleigh, Richmond, San Francisco, Santa Clara, and Seattle. Our growth is client-driven and our success as a national contractor is a result of strong bonds we form with our clients, partners, and subcontractors. HITT's 1,600 construction professionals provide our clients a wide range of services—from base building construction and renovation, to corporate interior fitouts, to service and emergency work. With a 2022 revenue of \$5.41 billion, it's more than construction. We are building dreams, shaping possibilities, and defining the places that surround our lives.

At HITT, we believe that those who care the most about the little things, care more about everything. We are passionate about the details—they make the difference between a good and a great project.

We are committed to delivering positive, seamless construction experiences for our clients and focus on every little detail to bring visions to life.

People are our passion—we build places that matter, while forging relationships that last. We're not bound by the bottom line and understand that when our clients succeed, we do too. Real success means anticipating our clients' needs, asking the right questions, and delivering solutions that last. The HITT Way of doing business—fulfilling client goals and needs while delivering high quality, timely construction and service projects—has helped us achieve a repeat client rate of more than 83 percent. We are HITT, we build great projects for great organizations, and we simply couldn't imagine doing anything else.

3. COMPANY'S DUN & BRADSTREET (D&B) NUMBER

00-325-8746

4. COMPANY'S ORGANIZATIONAL CHART OF THOSE INDIVIDUALS THAT WOULD BE INVOLVED IN THE CONTRACT

Please see our organizational chart and resumes at the end of this section.



5. CORPORATE OFFICE LOCATION

Headquarters

2900 Fairview Park Drive Falls Church, VA 22042 Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468

Atlanta

3200 Windy Hill Road SE, Suite 1100E

Atlanta, GA 30339 Contact: Jamie Shipman

ishinman@hitt as som \\ 942 F14

jshipman@hitt-gc.com \\ 843.514.6468

Charleston

216 Seven Farms Drive
Charleston, SC 29492
Contact: Jamie Shipman
jshipman@hitt-gc.com \\ 843.514.6468

Dallas

7460 Warren Parkway, Suite 100

Frisco, TX 75034

Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468

Fort Lauderdale

2501 SW 160th Avenue, Suite 300

Miramar, FL 33027

Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468

Houston

9300 Bamboo Road Houston, TX 77041

Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468

Los Angeles

10100 Venice Boulevard Culver City, CA 90232 Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468



New York

120 Broadway, Suite 1120 New York, NY 10271 Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468

Raleigh

6601 Six Forks Road, Suite 330

Raleigh, NC 27615

Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468

Richmond

4909 Dickens Road Richmond, VA 23230 Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468

Santa Clara

469 El Camino Real, Suite 230 Santa Clara, CA 95050 Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468

Seattle

2025 First Avenue, Suite 1212

Seattle, WA 98121

Contact: Jamie Shipman

jshipman@hitt-gc.com \\ 843.514.6468



6. DEFINE YOUR STANDARD TERMS OF PAYMENT

Net 30 days

7. WHO IS YOUR COMPETITION IN THE MARKETPLACE?

Competitors in the market place include The Matthews Group, Centennial Contractors Enterprises, Inc., and Sorenson Gross Construction Services all under the Sourcewell Contract.

the fold at the idea-stage and be there from the beginning to make that idea a reality. Our capable staff can assist in feasibility studies, budgeting and estimating exercises, site surveys, and can be onsite at a moment's notice.

NCPA will benefit from HITT being the general contractor for the following reasons:

The financial strength of HITT enables our

inception of a project is often the best approach

construction services. Having an on-call contractor

as a part of your team allows you to bring them into

to achieving timely, reliable, and affordable

- company to pre-purchase materials to meet schedule requirements, make deposits, and reward subcontractors who perform well, as we pay very aggressively.
- We have a proven track record of timely payments to our subcontractors – often before payment has been received from our clients. This motivates our subcontractors to perform work of the highest quality and at the most accelerated pace.
- Our in-house staff of service carpenters and assistants can provide service trips, response to emergencies, correct minor problems, hang artwork, or perform any other office carpentry work for our clients. We can also use their skills to supplement drywall, millwork, and door installations, if needed, in order to stay on schedule.
- Our Commercial Services department is set up to service our project managers and clients. We have 40 painters in uniforms that can work in occupied areas neatly and professionally. They can also supplement the paint work of scheduled subcontractors.
- We have a fleet of transportation, which includes dump trucks, pick-up trucks, and vans. Experienced on-staff drivers help with off-hours trash removal or deliveries of materials. We have sent these drivers and vehicles to manufacturers, fixture factories, operable partition plants, and

10. WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS?

Throughout our 86-year history, HITT has learned that having the general contractor involved at the

- many other locations to ensure our products and materials arrive on-site to meet the schedule.
- Our knowledge of local markets, and long-term relationships with our subcontractors and our suppliers, ensures that we get the best pricing available in the market.

11. DESCRIBE HOW YOUR COMPANY WILL MARKET THIS CONTRACT IF AWARDED

HITT offers a proactive marketing strategy and outreach program designed to attract co-op members from the outset of any contract awarded under this procurement. HITT will work directly with the co-op to draft co-branded materials to release through our project management team.

12. DESCRIBE HOW YOU INTEND TO INTRODUCE NCPA TO YOUR COMPANY

HITT has been working with NCPA for more than five years. We plan to continue to introduce the program to our regional offices to encourage participation nationally.

13. DESCRIBE YOUR FIRM'S CAPABILITIES AND FUNCTIONALITY OF YOUR ONLINE CATALOG/ ORDERING WEBSITE

HITT is well-versed in the various pricing books and models used in job order contracting programs, including but not limited to R.S. Means, Sierra West, and Gordian. HITT's JOC team is trained and experienced in using these methodologies and preparing estimates using 4Clicks software.

HITT will prepare Job Order estimates utilizing e4Clicks software and R.S. Means pricing methodology. We are experienced in using e4Clicks, R.S. Means and the associated data books and Success Estimator (this system was developed for the U.S. Navy, and HITT has utilized similar systems on previous Job Order Contracts). In the event that unit prices are not available in R.S. Means, HITT will provide competitive subcontractor pricing.

HITT also utilizes a variety of web- or cloud-based solutions that emphasize collaboration, provide real-time information, and enable instant communication with project stakeholders. These methods help us improve coordination and decision-making, which





leads to an efficient, high quality construction experience for the entire project team.

HITT utilizes Procore, a cloud-based construction project management system that allows all team members to easily and intuitively engage in and monitor project delivery from their computer, smartphone, or tablet. Procore houses all project documentation, RFIs, meeting minutes, submittals, photos, daily reports, schedule, as-builts, and project-related information. The platform provides users with a comprehensive suite of tools to maximize project collaboration and efficiency.

Procore is an extremely user-friendly and powerful communication tool. We can provide access to owners, designers, subcontractors, and other team members and conduct all project business through the Procore project homepage. By utilizing Procore, the entire project team has instant access to all project documentation; the system also sends notifications to involved parties when new information is added to allow for real-time distribution. Procore accelerates the construction project management process by providing project teams with the up-to-date information they need to make decisions and keep the project moving forward.

HITT is currently using Procore on roughly 1,000 construction projects of value greater than \$100,000. Through the implementation of Procore, HITT has developed standardized processes and consistent project reporting.

14. DESCRIBE YOUR COMPANY'S CUSTOMER SERVICE DEPARTMENT (HOURS OF OPERATION, NUMBER OF SERVICE CENTERS, ETC.)

HITT is a 24/7/365 company capable of responding to any need under this contract. Upon award of the Region 14 contract, we will assemble a Job Order Contract Team under the leadership of Senior Project Manager Jamie Shipman to be available and kept at the ready to complete repairs and alterations on an emergency basis. The team will consist of two project managers, two superintendents, and two assistant superintendents who will be made available for NCPA emergency service calls. The Job Order Contract Team will be broken into two units—one project manager, one superintendent, and two laborers per unit—that will alternate as the NCPA on-call job order team on a week-to-week basis. The on-call job order team will be available to respond to all NCPA requests within two hours and perform emergency and/or off-hour work as needed.

In addition to the proposed staff, HITT has more than 200 field forces and professional tradesmen associated.

15. GREEN INITIATIVES

HITT has committed to becoming carbon neutral by 2023. As part of the strategy, HITT will purchase primarily U.S. based carbon offsets to invest in local communities where we operate. Our in-house Sustainablity team assists all our project teams on any project that plans to achieve sustainable certifications, such as LEED and Well, and tracks HITT's internal carbon emissions.





16. ANTI-DISCRIMINATION POLICY

Our DE+I plan HITT's DE+I approach is organized into four main principles:

- Cultivate community
- Listen intently
- Challenge mindsets
- Increase representation

Each area is uniquely important, and the plan sets forth individual objectives, tactics, and goals, as well as metrics, for each of the principles.

CULTIVATE COMMUNITY

Creating a sense of community is essential to the individual and collective employee experience and ensures a thriving and engaged workforce. We nurture a community mindset by creating connections amongst team members so that they may form meaningful bonds and feel safe, understood, supported, and valued. Communities emerge and flourish when individuals feel connected and can share a common purpose. Communities foster belonging and enables team members to find purpose in their work.

Two critical elements of creating community are Employee Resource Groups (ERGs) and mentorship programs. In 2021, HITT launched formal ERGs, founded and led by team members who are passionate about connecting employees with shared beliefs, experiences, backgrounds, or needs. HITT currently has seven active ERGs: Black Leadership Network, Building Leaders, Hispanic Outreach & Leadership Alliance, HITT Veterans, Women of HITT, Parents of HITT, and Pride Alliance. New ERGs are welcomed, with the goal that every person at HITT will have an affinity group in which they can find fellowship and belonging.

HITT's formal mentorship programs aim to cultivate relationships that will advance the careers of our diverse team members. Mentoring is proven to be one of the most impactful tools in increasing diversity and creating inclusive cultures. Unlike supervisory relationships that focus on performance, mentoring relationships focus on other critical factors to success such as potential, exposure, access to opportunities, and cultural competency. Mentors can increase exposure by presenting new possibilities, opening doors, and introducing mentees to people and opportunities. They can help mentees become aware of how they are perceived and their impact on others and provide a secure space for offering the critical feedback that is imperative for career development.

At the heart of HITT's purpose and success are our team members. Their individual stories are the collective voice of our company. Only when every story can be heard and celebrated can we achieve our true purpose together. No matter your story, if you're driven by doing whatever it takes to do the right thing, you belong here.

LISTEN INTENTLY

To encourage curiosity, empathy, and openness to different perspectives, HITT makes it a priority to listen to our team members and partners. Through direct feedback, we can make our company's policies, culture, and actions more equitable and inclusive.

We have established listening channels and communication tools to give every individual at HITT the ability to provide feedback and influence our direction. Our primary tool is the Annual Employee Engagement Survey, administered each fall, which now includes specific DE+I metrics to identify areas of improvement and the impact of our DE+I investments and efforts. ERGs advise and contribute to the corporate voice through access to the executive leadership team.

Other important channels include HITT Blueprint, our company intranet, Yammer for open conversation, and dedicated Microsoft Teams channels for ERGs. We know it is also incredibly important to encourage anonymous reporting channels that allow team members to safely report discriminatory or insensitive encounters or other behaviors that do not align with our DE+I plan and core values. The HITT Ethics Hotline is a third-party administered channel that helps team members be upstanders against intolerance.

CHALLENGE MINDSETS

HITT team members may be at very different places in their journey to an inclusive mindset. We all come from different walks of life and are influenced by a myriad of experiences. HITT has an important responsibility to provide education and inspiration to help our team members grow and learn. We expect that at times this growth process may be uncomfortable, both for our teams but also our partners, subcontractors, and clients whom we work with daily. Challenging mindsets means exposing our team members to ideas, perspectives, knowledge, and training on key issues of DE+1.

HITT's DE+I plan utilizes a variety of programming and learning opportunities to reach our unique employee groups who may be at different levels of awareness. In 2021, we began development of a dedicated Diversity Track within our HITT University School of Culture. This multi-level training series launched with an Inclusive Workplaces web-based-training and Combatting Microagressions in the Workplace, mandatory for all team members. Many of the people we work with on our jobsites are partners, subcontractors, and suppliers. To ensure a shared understanding, HITT now requires every person on-site to complete a brief Inclusive Jobsites training as part of their site orientation.





As part of the self-guided awareness journey, HITT has created a DE+I Knowledge Center, available to all HITT Team members. The resources are curated by the DE+I task force and grows through contributions of material from across the company. Resources include articles, books, movies, podcasts, and TV shows that provide exposure to unique experiences across a range of diverse perspectives.

INCREASE REPRESENTATION

Critical to creating a more inclusive culture is having a diverse workforce. We are committed to increasing the diversity of our team through recruitment and retention of under-represented groups and provide resources to advance in their careers as the next generation of construction management professionals. Our DE+I plan includes the following specific tactics to increasing representation:

 Compensation reviews to ensure fair and equitable pay across gender, race, and other self-reported demographics

- Audit and implement changes to our recruiting and hiring practices, including use of inclusive language, DE+I focused behavioral interview questions, and an increased focus on hiring sources to intentionally increase the diversity of our candidate pools
- Stated benchmarks and goals for hiring and promotion of women and BIPOC (Black, indigenous, and people of color), including an annual financial investment for individualized career development

By increasing our subcontractor and supplier diversity, HITT can ensure the growth and representation of minority and women-owned businesses. HITT recognizes that we have been afforded opportunities that enabled our success as a small business in early years. In the true spirit of supplier diversity, we now seek to offer those same prospects to other small and under-represented companies.

17. VENDOR CERTIFICATIONS

Please see the attached list of our current licenses at the end of this section.



Project Team Org Chart

CORPORATE RESOURCES



KIM ROY



JEREMY BARDIN
Co-President



DREW MUCCI Co-President



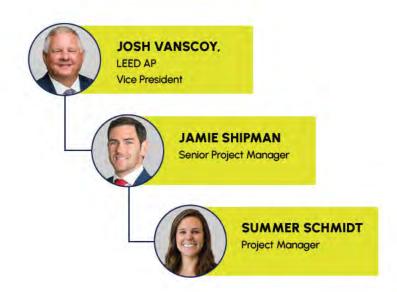
MARK DUMAS, CHST Vice President Safety



JOSH KUTNER Director



ISAIAH WALSTON, LEED AP BD+C, ID+C Director Sustainability







Josh VanScoy joined HITT
Contracting in 2002 and has
33 years of experience in the
construction industry. He oversees
our regional office in Charleston,
South Carolina. As vice president
for HITT, Josh is responsible for
providing professional construction
services to the local market as
well as day-to-day management
of operations and strategic
positioning of HITT for success in
Charleston.

Josh VanScoy VICE PRESIDENT // EXECUTIVE OVERSIGHT

EDUCATION

University of West Virginia

DUTIES AND RESPONSIBILITIES

Josh is responsible for leading and managing project teams to deliver exceptional results for his clients. Josh oversees resource management, subcontractor engagement, procurement strategy, schedule, and contract negotiation and execution. He manages and supports his project teams from preconstruction through closeout and beyond, providing executive oversight to serve as a champion of the client's best interests. Specifically, he is ultimately responsible for the success of this project and the overall satisfaction of our clients.

CERTIFICATIONS

OSHA 30-Hour | First Aid/CPR | LEED Accredited Professional

AFFILIATIONS

Associated Builders and Contractors (ABC) | Charleston Defense Contractors Association (CDCA) | Society of American Military Engineers (SAME)

Project	Architect	Sf	Туре	Value
Aviation Building I-VII Charleston, South Carolina	LS3P Associates	450,000	New construction	\$35,000,000
Volvo Project Jakob Ridgeville, South Carolina	Albert Kahn Associates, Inc.	88,000	New construction of a four-level, corporate office building, including commercial servery and high-end Scandinavian finishes	\$32,380,000
Boeing BR&T Tech Team Facility North Charleston, South Carolina	Live Oak Consultants	100,000	Renovation of existing warehouse into an interior lab space with clean room and adjacent office space	\$12,300,000
Shaw Air Force Base 144-Person Dormitory Sumter, South Carolina	Transystems	80,000	Three-story ground-up steel structure dormitory building with brick veneer and heavy sitework improvements on DOD installation; LEED Silver	\$16,100,000





Jamie Shipman

SENIOR PROJECT MANAGER // PROJECT MANAGEMENT

DUTIES AND RESPONSIBILITIES

Jamie is the leader responsible for the overall success of this project. He reports to Vice President Josh VanScoy. Jamie ensures project success through monitoring client satisfaction, team effectiveness, and resource allocation, as well as the project's financial, quality, safety, and schedule goals. He oversees preconstruction and budgeting services, subcontractor procurement, change management, and closeout services.

Project	Architect	Sf	Туре	Value
Rooker Columbia GSA Lexington, South Carolina	POH Architects	86,000	Two-story, concrete tilt Class A headquarters office building	\$50,732,000
Confidential Project Press Shop Greenville, South Carolina		204,000	Interior build-out of an expansion at client's manufacturing plant	\$43,062,000
Patrick Space Force Base Brevard. Florida		43,000	General maintenance hangar consisting of 40,000 sf new construction (CMU, steel, SSMR, metal wall panels, etc.) and associated sitework	\$25,164,000
NASK Hanger 3741 Kingsville, Texas	Stanley Consultants	100,000	Heavy renovation of existing hangar to include two story administration area and approximately 75,000 sf of hangar complete refurbishment	\$27,000,000



Summer Schmidt

PROJECT MANAGER // PROJECT MANAGEMENT

DUTIES AND RESPONSIBILITIES

Summer acts as the primary point of contact for the client and handles day-to-day operations. As project manager, Summer leads on-site management of the project, attends weekly client meetings and key coordination meetings, and reviews and approves all deliverables. She is also responsible for the overall project administration, including budget management, safety, estimating, project buy-out, subcontracts, purchase orders, schedule, monthly progress reports, payment applications, change orders, cost control, quality control, and project closeout. She collaborates with the superintendent to ensure the project is built effectively, efficiently, and safely. Summer reports directly to the Senior Project Manager Jamie Shipman and is responsible for ensuring the client receives service beyond expectations.

Project	Architect	Sf	Туре	Value
OT Wallace, County Office Building—Charleston County Charleston, South Carolina	McMillan Pazdan Smith	19,000	Four-floor interior renovation of occupied building including court rooms, treasurer office, auditors office, training room, and traditional office space	\$2,029,000
DJJ Relocation North Charleston, South Carolina	McMillan Pazdan Smith	14,000	Interior renovation of county building to office space, priced through NCPA	\$1,700,000
DJJ Relocation— Charleston County Charleston, South Carolina	McMillan Pazdan Smith	14,000	Interior renovation of county building to office space using JOC	\$1,634,000
OT Wallace, County Office Building—Courtroom Charleston, South Carolina	McMillan Pazdan Smith	7.000	Interior renovation of existing office space for SCDOT	\$1,000,000
OT Wallace, County Office Building—Training Room Charleston, South Carolina	McMillan Pazdan Smith	3,000	Interior renovation of existing space to a training space for Charleston County	\$391,000

Licensing

STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Alabama	City of Birmingham	Business License	187478
Alabama	Jefferson County	Contractors License	148783-BUS1 / 00163794
Alabama	Jefferson County	County Business License	00178939
Alabama	City of Huntsville	Privilege License	278584
Alabama	Madison County	Business License	2128519
Alabama	State of Alabama	Contractor License	37328
Alabama	City of Center Point	Business License	22315
Alabama	City of Homewood	Business License	15223
Alabama	City of Midfield	Business License	9375013099
Alabama	City of Mobile	Business License	107478
Alabama	City of Montgomery	Business License	202200001226
Arizona	City of Tucson	Business License	3071533
Arizona	State of Arizona	Transaction Privilege Tax License	07660596
Arizona	State of Arizona	General Contractors License	273493
Arizona	State of Arizona	Business Account Update	N/A
Arkansas	City of Little Rock	Business License	BL159781
Arkansas	State of Arkansas	General Contractors License	0176270522
Arkansas	State of Arkansas	Certificate of Authority	N/A
California	City of Agoura Hills	Business License	010057
California	City of Anaheim	Business License	BUS2019-03510
California	City of Arvin	Business License	2418
California	City of Brea	Business Tax License	08817971
California	City of Carlsbad	Business License	BLOS007344-02-2020
California	City of Carson	Business License	089022A
California	City of Colton	Business License Tax Certificate	65583
California	City of Costa Mesa	Business License	55529
California	City of Culver City	Business Tax Certificate	08700840



CaliforniaCity of Los AngelesTax Registration Certificate0000396386-0001-7CaliforniaCity of El MonteBusiness License04921896CaliforniaCity of El SegundoBusiness License tax41406CaliforniaCity of EmeryvilleBusiness License - ContractorQL3694CaliforniaCity of Foster CityBusiness License taxBL2022-00032CaliforniaCity of FresnoBusiness Tax Certificate450303CaliforniaCity of FullertonBusiness License226983CaliforniaCity of GlendaleGeneral Contractor LicenseBCBLB1918360CaliforniaCity of GoletaBusiness License90034CaliforniaCity of HaywardBusiness License313024
California City of El Segundo Business License tax 41406 California City of Emeryville Business License - QL3694 Contractor California City of Foster City Business License tax BL2022-00032 California City of Fresno Business Tax Certificate 450303 California City of Fullerton Business License 226983 California City of Glendale General Contractor BCBLB1918360 California City of Goleta Business License 90034 (General) California City of Hayward Business License 313024
California City of Emeryville Business License - QL3694 Contractor California City of Foster City Business License tax BL2022-00032 California City of Fresno Business Tax Certificate 450303 California City of Fullerton Business License 226983 California City of Glendale General Contractor BCBLB1918360 License California City of Goleta Business License 90034 (General) California City of Hayward Business License 313024
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California City of Irvine Business License 300624
California City of Kingsburg Business License 4165
California City of Long Beach Business License BU20311720
California City of Los Altos Business License BL-001733
California City of Menlo Park Business License 71679
California City of Monterey Park Business License 01319223
California City of National City Business Tax Certificate 09048787
California City of Norco Business License 021282
California City of Oxnard Business Tax Certificate 22-00126227
California City of Palm Springs Business License 20026284
California City of Redwood Business License 051210
California City of Riverside Business License 1256428
California City of San Bernardino Business Registration 970651 Certificate
California City of San Diego Business Tax Certificate B2012015281
California City of San Francisco Business Registration 1078183 Certificate
California City of San Gabriel Business License 084496
California City of San Jose Business Tax Certificate 3049012884
California City of San Luis Obispo Business Tax Receipt 117140
California City of San Mateo Busines Tax Certificate 45822
California City of San Ramon Business License 2021-06822



STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
California	City of Santa Barbara	Business License	51431
California	City of Santa Clara	Business Tax Certificate	212821
California	City of Santa Maria	Business License	41553
California	City of Santa Monica	Business License	215206
California	City of Solana Beach	Business Certificate	BC-010882
California	City of Sunnyvale	Business License	045196
California	City of Thousand Oaks	Business Tax License	22-00005763
California	City of Torrance	Business License	BL-LIC-042399
California	City of Ventura	Business Tax License	130016539
California	County of Riverside	Business Registration (Stormwater)	46078
Colorado	City and County of Denver	Class D License	LIC00246796
Colorado	City of Aurora	Supervisor License Class A	2020 1845132 00 SL
Colorado	City of Aurora	Contractor License Class A	2021 1982408 00 CL
Colorado	City of Aurora	Business License	S20017016-0001
Colorado	Pikes Peak County	Contractor Registration	20384
Colorado	City of Boulder	Contractor License	LIC-0006573-GENCA
Colorado	City of Boulder	Sales Tax License	100683
Colorado	City of Golden	Sales & Use Tax License	11444
Colorado	City of Golden	Contractor Registration	4833
Colorado	City of Lakewood	Contractor Registration	12621
Colorado	City of Glendale	Class A Contractor License	900498
Colorado	Boulder County	Contractor License	CON-12-0192
Colorado	City of Boulder	Business License	S20151799-0001
Connecticut	State of Connecticut	Major Contractor	MCO.0903953
Connecticut	State of Connecticut	Major Contractor	MCO.0901617
Delaware	City of Wilmington	Business License	68983
District of Columbia	District of Columbia	Business License	70101235
District of Columbia	District of Columbia	Certificate of Tax Registration	350000094396
District of Columbia	District of Columbia	Certificate of Tax Registration	350000094422



STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Florida	Broward County	Business Tax Receipt	180-8243
Florida	City of Miramar	Business Tax Receipt	14000041
Florida	City of Miami	Contractor's Registration	N/A
Florida	Orange County	Business Tax Receipt	1801-0573683
Florida	Palm Beach County	Local Business Tax Receipt	2018109361
Florida	Pasco County	Business Tax Receipt	45884
Florida	County of Volusia	Contractor Licensing	22032202
Georgia	City of Atlanta	Business License	LGB-097830-2020
Georgia	City of Augusta	Business License	LCC20150000823
Georgia	Cobb County	Business License	CON000870
Georgia	State of Georgia	General Contractor Company	GCCO001896
Georgia	State of Georgia	General Contractor Qualifying Agent Richbourg	GCQA001531
Georgia	State of Georgia	General Contractor Qualifying Agent Delaney	GCQA001907
Georgia	State of Georgia	Sales Use Tax Certificate	214-616987
Idaho	State of Idaho	Registered Entity Contractor	RCE-12038
Illinois	City of Chicago	Limited Business License	2102801
Illinois	City of Chicago	General Contractor License Class A	TGC029465
Illinois	City of Elk Grove Village	Business License	7941
Illinois	State of Illinois	Certificate of Use Tax	1038-60686
Illinois	Village of Bolingbrook	Contractor Registration	CR-8830
Illinois	City of Aurora	Contractor Registration	CNTR-02612
lowa	City of Council Bluffs	General Contractor Class A	33128
lowa	State of Iowa	Contractor Registration	C119565
Kansas	Johnson County	Contractor License - Class A	2022-0007197
Kentucky	City of Lexington	Occupational License	15070949



STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Kentucky	Kenton County - City of Erlanger	Occupational License	58005146
Kentucky	City of Louisville	Commercial Building Contractor	LIC-GBCL-21-00027
Kentucky	City of Lexington	Contractor Registration	18941
Louisiana	City of Baton rouge	Sales Tax Registration Certificate	00921437
Louisiana	City of Baton rouge	Occupational License	00921437
Louisiana	State of Louisiana	General Contractors License	39578
Maryland	State of Maryland	Business License	15845205
Massachusetts	State of Massachusetts	Construction Supervisor	CS-114843
Michigan	State of Michigan	Sales Tax License	54-0248192
Minnesota	State of Minnesota	Contractor Registration	IR668697
Mississippi	State of Mississippi	Commercial License Renewal - General Contractor's License	15482-MC
Missouri	City of Kansas City	Business License	2072095872
Montana	State of Montana	Construction Contractor Registration	229959
Nebraska	City of Bellevue	General Contractor License	A01293
Nevada	City of Henderson	Business License	G65-00509
Nevada	City of Las Vegas	Business License	G65-00509
Nevada	County of Clark	Business License	G65-00509
Nevada	City of Reno	Contractor License	R151213A
Nevada	State of Nevada	Nevada Annual Statement	N/A
Nevada	State of Nevada	General Contractor's License	0071242
Nevada	State of Nevada	Nevada State Business License	NV20021363216
New Jersey	City of Newark	Business License	2021-080853
New Jersey	City of Jersey City	Contractor Registration	YC21-312
New Jersey	City of Bayonne	Contractor Registration	2022-003
New Jersey	Borough of Paramus	General Contractor Registration	GCR-22-0031



STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
New Mexico	State of New Mexico	Construction License QP Certificate	402415
New Mexico	State of New Mexico	Construction License	402416
New York	Town of North Hempstead - Great Neck	Contractor Registration	GC21-000003
New York	NYC	NYC Safety Registration	2765
North Carolina	State of North Carolina	General Contractors License	45410
North Dakota	State of North Dakota	Contractors License Class A	50708
Ohio	City of Columbus	General Contractor License	G08603
Ohio	City of Cleveland	Contractor Registration	RENEWCR22001217 / CR16031709
Ohio	City of Hilliard	Contractor Registration	REG-5010
Ohio	City of New Albany	Contractor Registration	LCG-2020-0214
Oregon	City of Hillsboro	Business License	8570
Oregon	State of Oregon	General Contractors License	154387
Pennsylvania	City of Pittsburgh	General Contractors License	BL008137
Pennsylvania	Salem Township	Contractor Insurance Verification Card	2110
Pennsylvania	City of Philadelphia	Contractor Activity License	051151
Pennsylvania	State of Pennsylvania	Business Registration	7429504
Rhode Island	State of Rhode Island	Contractor Registration	37008
South Carolina	City of Charleston (within the city)	Business License	BL021101-08-2020
South Carolina	City of Columbia	Business License	53819
South Carolina	City of Greenville	Business License	2021-16490
South Carolina	Town of Hilton Head Island	Business License	22086
South Carolina	City of Isle of Palm	Business License	CI21-03811
South Carolina	City of North Charleston	Business License	LIC-2-21-247793
South Carolina	County of Charleston	Contractor Business License	LIC-5-21-255452



STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
South Carolina	Town of Awendaw	Business License - Contractor	LIC-6-21-256810
South Carolina	Town of James Island	Contractor Business License	LIC-6-21-257164
South Carolina	City of Rock Hill	Business and Professional License	202203124
South Carolina	City of Forest Acres	Business License	28179
South Carolina	City of Goose Creek	Business License	05818
South Carolina	City of Hanahan	Business License	13909
South Carolina	City of Myrtle Beach	Business License	11663
South Carolina	County of Dorchester	Contractor Renewal	21-01975
South Carolina	Town of Mount Pleasant	Busines License	20096321
South Carolina	Town of Summerville	Business License	CL21-000448
Tennessee	City of Chattanooga	Business License & Gross Sales Receipt	1000360785
Tennessee	City of LaVergne	Business Tax License	1001275911
Tennessee	City of Mount Juliet	Business Tax License	1001488289
Tennessee	City of Oak Ridge	Business License & Gross Sales Receipt	1000360784
Tennessee	County of Anderson	Business License & Gross Sales Receipt	0143661
Tennessee	County of Hamilton	Business License & Gross Sales Receipt	0127138
Tennessee	County of Knox	Business License & Gross Sales Receipt	0368439
Tennessee	County of Nashville and Davison	Business License & Gross Sales Receipt	120327
Tennessee	County of Memphis and Shelby	Business License & Gross Sales Receipt	112003971
Tennessee	County of Memphis and Shelby	Contractor Registration	B49924
Tennessee	State of Tennessee	General Contractors license	49924
Texas	City of Richardson	Contractor Registration	19297
Texas	City of Arlington	Contractor Registration	2020 039367 000 00 BR
Texas	City of Euless	Contractor Registration	11589
Texas	City of Irving	Contractor License	B-1020733



STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
Utah	West Valley City	Business License	151937
Utah	State of Utah	Contractor License	5261391-5501
Utah	State of Utah	Sales/Use Tax	
Virginia	City of Chesapeake	Business License	072291
Virginia	City of Hopewell	Business License	1490
Virginia	City of Manassas	Business License	10363
Virginia	City of Alexandria	Business License	135436-2022
Virginia	City of Charlottesville	Business License	414848-802090
Virginia	City of Fairfax City	Business License	101726
Virginia	City of Falls Church	Business License	4872
Virginia	City of Hampton	Business License	36710
Virginia	City of Norfolk	Business License	33194
Virginia	City of Roanoke	Business License	107790
Virginia	City of Winchester	Business License	6088
Virginia	County of Arlington	Business License Tax Certificate	BLC-1000042495-02
Virginia	County of Frederick	Business License	20204
Virginia	City of Newport News	Business License	830014-2022
Virginia	County of Henrico	Business License	140613
Virginia	County of Chesterfield	Business License	506249
Virginia	County of James City	Business License	008506
Virginia	County of Loudoun	Business License	B101078
Virginia	County of Prince William County	Business License	10016861-2022
Virginia	Town of Herndon	Business License	714
Virginia	Town of Vienna	Business License	747
Virginia	County of Fairfax	BPOL License Headquarters	2156582
Virginia	County of Fairfax	BPOL License Hartland	2153886
Virginia	City of Virginia Beach	Certificate of Business License	2021-111218
Virginia	City of Richmond	Business License	828
Virginia	County of Fairfax	BPOL License Lee Hwy	2153883
Virginia	State of Virginia	General Contractors License	2701005319



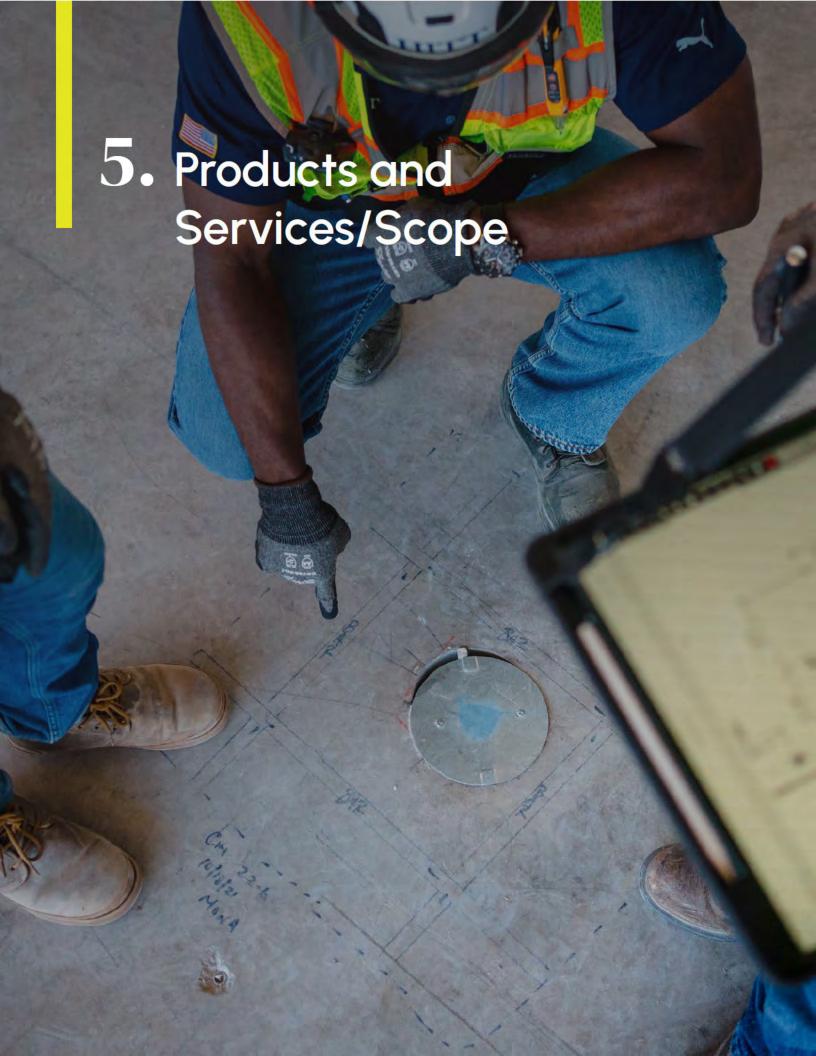
Virginia Town of Purcellville Business License 621 Washington City of Bellevue General Business License 155235 Washington City of Bothell Business License 014022 Washington City of Kent Business License 2200471 Washington City of Snoqualmie Business License 13515 Washington City of Forepath General Business License 58686 Washington City of Auburn Business License BUS-34463 Washington City of Issaquah Issaquah General Business License BUS-34463 Washington City of Issaquah Issaquah General Business License 602062110 Washington City of Seattle Business License 793486 Washington State of Washington Construction Contractor Registration HITTCCI863PM - UBI: 602062110 Washington City of Kirkland Kirkland General Business UBI: 602062110 Washington City of Quincy Quincy General Business UBI: 602062110 Washington City of Redmond Business License	STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
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	West Virginia	City of Martinsburg	Business License	37031-73761



STATE	LOCAL MUNICIPALITY	DESCRIPTION	LICENSE NUMBER
West Virginia	State of West Virginia	General Contractor's License	WV037612

HITT is licensed to perform work in 30 states and the District of Columbia and is also capable of performing work in 17 states that do not require a state contractor's or business license. HITT is not licensed to do work in three states—Alaska, Hawaii, and Wisconsin.





TAB 5 PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Please see our warranty information outlined at the end of this section.

Products

 Vendor shall provide equipment, materials and products that are new unless otherwise specified, of go d quality and free of defects

HITT response: acknowledged

Construction

 Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Job Order Contracting categories. List all categories along with manufacturer that you are responding with:

- NCPA is seeking sealed proposals for job order contracts for this procurement in accordance with state statutes governing Job Order Contracting where the work occurs.
- The purpose of this procurement is to award job order contract(s) for the performance of a broad range of construction services. These include minor construction, repair, renovations, alterations, and maintenance projects on an as-needed basis as may be required by the end user (NCPA member) of a facility for work of a recurring nature in which the delivery times are indefinite and for indefinite quantities and for orders that are awarded substantially on the basis of pre-described and pre-priced tasks.
- The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by NCPA client partner. The specific work requirements will be identified in Work Orders to be issued by NCPA client partner.

• A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, NCPA member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

HITT response: acknowledged

Information to Offerors

- Bonding for the proposal requires a surety letter of \$10 million (ten million dollars).
- Those companies seeking multiple state awards should provide contractor license to work in the requested states and propose a separate coefficient for each. If a proposer is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to NCPA requesting the additional state(s). In addition, the contractor must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents. It is the intent of NCPA in this document to meet each state's statutory requirements for performing Job Order Contracting services in that jurisdiction.
- It is the intention of NCPA to issue these contracts to give the NCPA agencies a choice of contractors under best value to them.
- The contractor agrees to use as required Davis Bacon (See the UPB) or local wage rates that apply with some of the NCPA agencies. The agency must supply any Davis Bacon or local wage rates requested.
- The respondent can use either or both the current annual edition of RS Means Facilities Construction Procurement Catalog as well as the Sierra West Construction Cost Data Book and guarterly adjustments as their UPB used.
- Contractors will be required to use either use either Sierra West Group, BRIX JOC Works Edition, or 4 Clicks Project automated JOC software in preparing line item estimates. Contractor will supply at no charge one copy of SWG, BRIX JOC Works Edition to NCPA with training if requested.
- The proposal coefficient should provide reasonable oversight for Architectural and Engineering (A&E) design as it may be required by some participating agencies to meet both local and state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Participating Agencies may determine whether A&E services will need and may select the engineering or architectural services in accordance with state and local statues. Services may be provided via its own staff, subcontractor, or working with the client's managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the NCPA agency's concurrence as per state statues where the proposed work is to be done. However, the NCPA agency member may select the engineering or architectural services in accordance with state statutes.

- A&E selection and fees for this service will meet the requirements of the State that the work is performed for such selections and fee negotiations and where the NCPA agency member's engineer or architect will approve possible design services. If the NCPA member agency does not have these services on staff or under direct contract, then the NCPA member agency must make the selection per state law. NCPA reserves the right to modify this section per future changes or clarifications in the code or statutes.
- AIA master text specifications or NCPA member agency approved equivalent and all applicable local, state and national codes will apply to work done under this contract.
- The NCPA fee will be included in the contractors priced coefficient and will not be issued as a separate line item in any job order proposals issued to NCPA member agencies. This contract management fee will be paid to NCPA quarterly. If the job order has progress payments on large DOs the contractor will report and pay these proportions with the next quarterly report. See Tab 2, Fees and Reporting
- NCPA encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some NCPA member agencies will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for their delivery orders.
- It is the intent of NCPA to award these contracts without discussion. If at the sole discretion of NCPA the coefficients for a scope of work are not competitive, NCPA reserves the right to conduct discussions and negotiations with the successful offerors. If in the opinion of NCPA these negotiations have failed, NCPA will cease negotiations with that offeror and begin negotiations with the second best offeror.
- RS Means and or Sierra West will be the unit price books acceptable for use for this contract using SWG Current Construction Costs, JOC Works Ed. and/or the RS Means right hand column ("Total Inc. O & P") and the most recent editions (this will include any periodic editions such as quarterly updates.) RS Mean's 12-digit line numbers or Sierra West's 13 digit line numbers will be used in line item estimates for NCPA member agencies. Contractors at their expense will make copies of the UPB available to the client upon request via electronic or printed media. SWG Current Construction Costs, JOC Works Ed and/or JOC Works or 4Clicks Project Estimator will be the preferred software for preparing line item estimates.
- While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the NCPA member agency and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or a delivery order manager and/or superintendent at all times during construction. Unless this is a very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

- As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, NCPA management fee (3% of Purchase order less bond and sales tax), final site cleanup, Job Order Contract Estimating Workshop session and all contingencies. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.
- Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contactors coefficient. This line item will then be negotiated with the NCPA member agency and, when approved, the item will then be added to the price book for future projects and will no longer will be considered non-prepriced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the NCPA member agency and NCPA.
- Business forms and reporting criteria including audit function will be uniform for all of the contractors and be established by NCPA.
- Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all job orders over \$25,000 or meeting the NCPA member agency's local and state requirements. A letter from a surety company that is licensed to do business in the state requested attesting to its willingness to bond your company for \$10 million dollars must be submitted with your RFP response. Contractors may need to provide additional capacity as job orders increase. Bonds will not require a fee to be paid to NCPA. The actual cost of the bond will be a pass through expense to the NCPA member agency and added to the purchase order.
- The contractor ,at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that NCPA has been named as additional insured. If the NCPA member agency has higher insurance requirements, than those requirements may be added as an addendum to the purchase order.
- Texas law requires that public works over \$8,000.00 be conducted under the supervision of an engineer and over \$100,000.00 with an architect. Statutes of the state where the job is located will govern requirements for an engineer and/or architect.
- Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.
- In estimating delivery orders, the contractor shall endeavor not to micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of the single line item defining the pre-hung door the estimator breaks down this portion of the job into individual line items such as door

frame, hinges and screws which will unnecessarily drive up the cost to the client member. This should be avoided and will be looked for du ing the audit cycle

HITT response: acknowledged

Scope of Services

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

HITT response: acknowledged

Contract and Documents

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

Project Delivery Order Procedures

- The NCPA member agency, having executed the NCPA Master Intergovernmental Cooperative Purchasing Agreement during registration and/or an inter-local agreement approved by their board or designated agent may make a request of the contractor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web e-mail, fax or in person.
- Upon notification of a pending request, the contractor shall make contact with the client as soon as possible. Contractor shall visit the member's site and conduct a walk-

through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from client to include, but not limited to, hazardous materials surveys and other relevant documents.

- The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.
- Contractors will be required to submit Job Order proposals and shall provide a line item estimate based upon their coefficient and the UPB for that scope of work which must be reviewed and agreed to by the client prior to their issuance of a PO and DO.
- Minimal design work should be covered in the contractor's applicable coefficient, and this design work shall use in house staff or a teamed sub-consultant. In all cases where significant design changes occur, the A/E selection shall conform and be based upon qualifications of the design personnel according to applicable state law for selection and negotiation of fees. The client may select an architectural consultant or use their own design capabilities providing the plans to the contractor.
- The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.
- The client will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order (PO). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract.
- In the event of an emergency such as hurricanes, tornados, flooding, or fire, the contractor will endeavor to meet with the client within two hours (if possible), expediting these procedures with verbal job orders and a signed field book by the member's designated agent and the NCPA contractor. Work may commence immediately as required; however, documentation must be provided as soon as possible for this work or for any additional long term job order requirements.

HITT response: acknowledged

Schedule of Projects

• Scheduling of projects will be accomplished when the client issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment

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

HITT response: acknowledged

Associated Project Support Requirements

- This will consist of the following points. (1) The contractor shall remove movable desks and furniture in the work area and place it back in the required location upon completion. (2) The purchase, delivery and storage of project construction materials should not interfere with the clients operations. (3) Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge. (4) All permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless the client member provides them.
- If there is a dispute between the contractor and client, NCPA or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.
- NCPA or its representative reserves the right to inspect any project and audit the contractors NCPA project files, documentation and correspondence.
- The contractor will provide to his project offices with minimal down time (24 hours service calls) a computer system with applicable software including Microsoft Office, JOC project estimating software (JOC Works or 4Clicks Project Estimator) such as RS Means current edition or SWG Current Construction Costs, JOC Works Ed. This software shall be compatible with currently utilized edition of RS Means or Sierra West Group. The contractor may not alter these programs in any form or manner. Updates of Sierra West Group or quarterly RS Mean software or revised yearly editions will be allowed. Each job order proposal submitted to the client will contain a computer generated line item estimate, and this estimate shall have been generated by one of the approval software programs. The printout will contain all of the unit price book items, quantities, pricing and total cost.
- Utilities at the job sites will be furnished free of charge to the contractor by the NCPA member agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the NCPA member agency. Upon project completion, the connections will be removed at the direction of the NCPA member agency
- It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and

needs with the NCPA member agency. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, the NCPA member agency will make toilet facilities available or the contractor will make arrangements for portable toilets.

HITT response: acknowledged

Safety/Environmental Plan

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

HITT response: acknowledged

Quality Assurance/Quality Control Program

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

HITT response: acknowledged

Subcontracting Plan

- The contractor shall submit an updated subcontracting plan within 14 calendar days. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan). The subcontractors will be held to the same standards as the JOC contractor.
- A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms.

HITT response: acknowledged

Project General Manager and Key Staff

• The contractors PGM should be knowledgeable in multiple construction divisions. It is also important that the PGM has managed plumbing, concrete, electrical, painting, HVAC and mechanical in multi discipline projects. The PGM should have experience in managing multiple projects at diverse locations. The PGM should be a team builder and

be versed in JOC or have attended a course in JOC. The PGM should understand the contractual nature of JOC versus hard bid contracts and change notices.

HITT response: acknowledged

Project General Manager & Key Personnel

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

HITT response: acknowledged

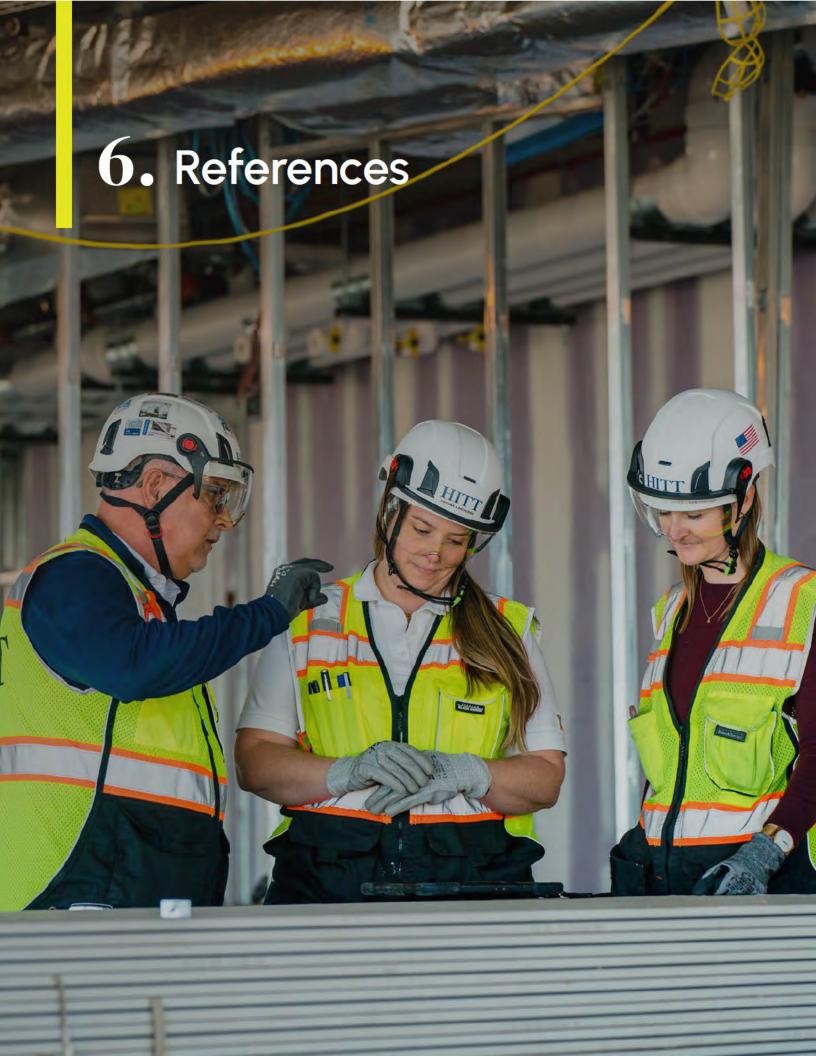
Warranty Information

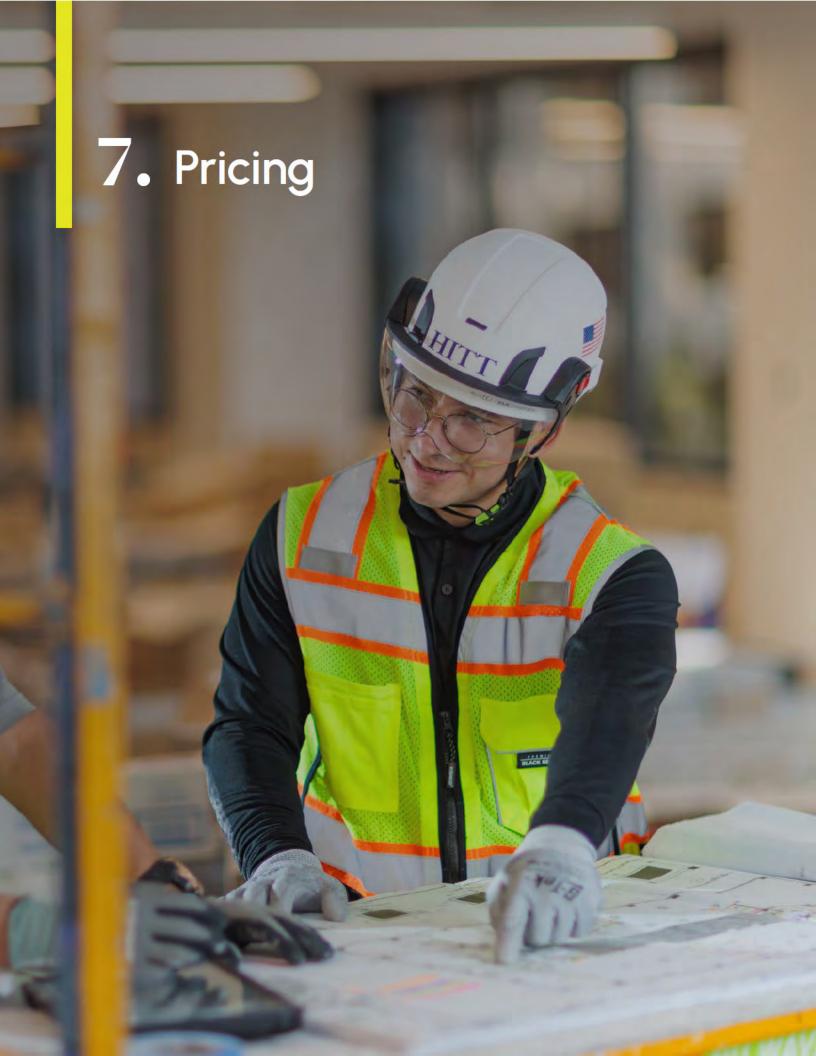
We stand behind our work and the craftsmanship of our subcontractors, and comply with the specified warranty requirements—typically one year. Commencement date for the warranty is the date of acceptance of the work by the client. The O&M manuals provided at the completion of the project include warranty contact information for all subcontractors and vendors who performed work and/or provided equipment for the project. HITT assists the client in coordinating any required warranty work or post construction service contracts.

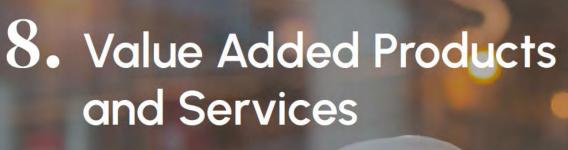
HITT is a 24/7 organization. All HITT personnel have smartphones with email. Our company policy is to leave phones on at all times—emergencies happen outside of normal business hours as well. Our response time can be as soon as 15 minutes, depending on the client's urgency and issue. Every service call, no matter how small, receives immediate attention. We believe that it is this level of service that sets us apart from our peers.











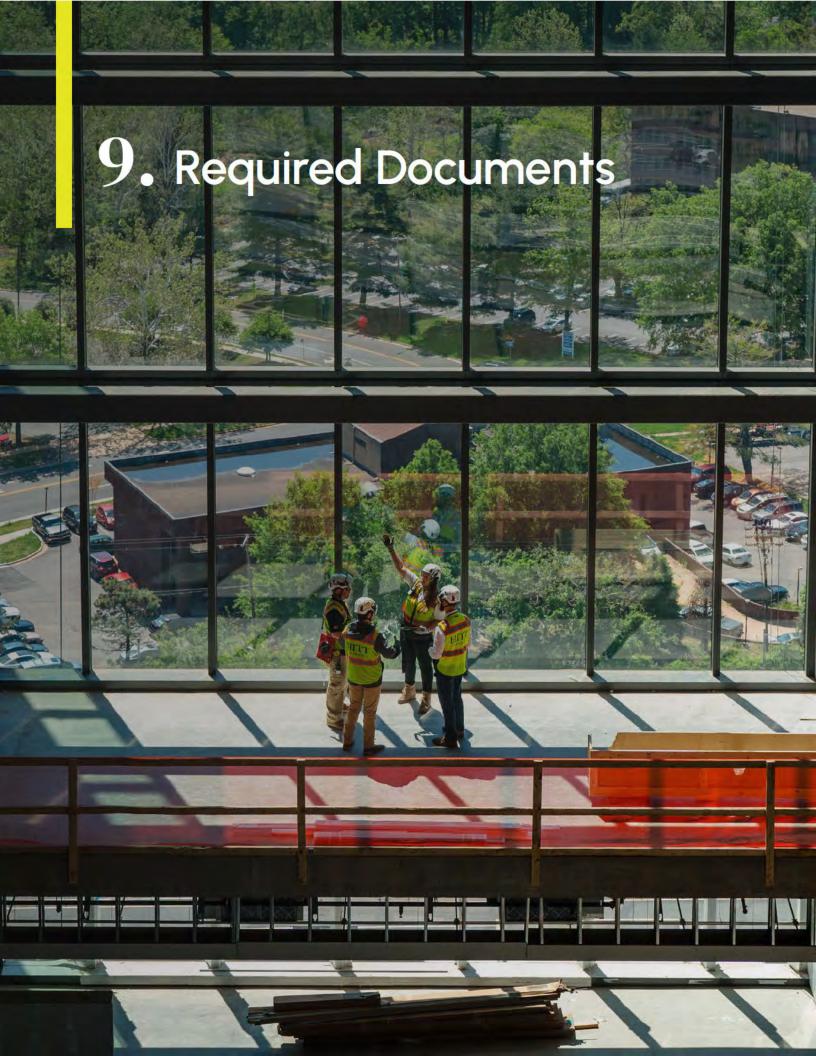


TAB 8 VALUE ADDED PRODUCTS AND SERVICES

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

Upon successful award of this contract and in addition to our base bid coefficient pricing per state, HITT would offer an additional discount to all clients who utilize the NCPA contract with HITT Contracting Inc. An annual discount on our modification rate per dollar value spent annually per the following ranges below. This will be assessed at the end of each calendar year:

- >\$1,000,000 to \$5,000,000 annual volume: modification rate discount is 0.01
- \$5,000,000 to \$10,000,000 annual volume: modification rate discount is 0.0125
- \$10,000,000 to \$15,000,000 annual volume; modification rate discount is 0.015
- >\$15,00,000 to \$20,000,000 annual volume: modification rate discount is 0.0175
- >\$20 million annual volume: modification Rate discount is 0.02



FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - Pursuant to Federal Rule (A) above, when a Participating Agency expends federal
 funds, the Participating Agency and Offeror reserves all rights and privileges under the
 applicable laws and regulations with respect to this procurement in the event of breach
 of contract by either party.
- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
 - Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to 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 as detailed in the terms of the contract
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."
 - Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for 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.
- o If any funds other than Federal appropriated funds have been paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 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 all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Offeror	HITT Contracting, Inc.
Address	216 Seven Farms Drive
City/State/Zip	Charleston, South Carolina 29492
Authorized Signature	Aso
Date	July 27, 2023

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

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

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

Offeror	HITT Contracting, Inc.
Address	216 Seven Farms Drive
71441033	
O:t-:/Ot-t-/7:	Charleston South Carolina 20402
City/State/Zip	Charleston, South Carolina 29492
	College Colleg
Authorized Signature	7.00

July 27, 2023

Date

CONTRACTOR REQUIRMENTS

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) <u>Equal Employment Opportunity</u>. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- c. <u>Disabilities</u>. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d. <u>Segregated Facilities</u>. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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

Offeror	HITT Contracting, Inc.
Address	216 Seven Farms Drive
City/State/Zip	Charleston, South Carolina 29492
Authorized Signature	Also
Date	July 27, 2023

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	HITT Contracting, Inc.
Address	216 Seven Farms Drive
City/State/Zip	Charleston, South Carolina 29492
	Alle
Authorized Signature	9700
Date	July 27, 2023

ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

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

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

Company Name	HITT Contracting, Inc.
Address	216 Seven Farms Drive
City/State/Zip	Charleston, South Carolina 29492
Telephone Number	843.308.9435
Fax Number	
Email Address	jvanscoy@hitt-gc.com
Printed Name	Josh VanScoy
Title	Vice President
Authorized Signature	Also

STATE NOTICE ADDENDUM

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

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

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

https://www.usa.gov/local-governments

HITT acknowledges receipt of addendum number one issued by NCPA to RFP # 11-23.

Printed Name

Summer Schmidt

Title

Project Manager

Authorized Signature



NOTICE TO OFFEROR ADDENDUM NO. 1

RFP # 11-23

Competitive Solicitation by Region 14 Education Service Center for Job Order Contracting

This Addendum No. 1 amends the Request for Proposals (RFP) for Job Order Contracting ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Job Order Contracting.

By submitting a proposal to RFP #11-23, Respondents accept and acknowledge this Addendum No. 1.

QUESTIONS AND ANSWERS:

 Question: Page 35 of the RFP makes reference to a pricing matrix. Will this matrix be provided?

Answer: Yes, please see the Pricing Matrix attached as part of this Addendum No. 1.

2. Question: Will a separate pricing form be provided for each state?

Answer: No, a separate form will not for each state, but there is a Pricing Matrix that lists each state included in this Addendum No. 1. Respondent's may use the Pricing Matrix and/or provide relevant pricing for each state/region.

Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP:

1. Insert the enclosed Pricing Matrix included in this Addendum 1 as part of TAB 7 PRICING. Respondent's may utilize this matrix as part of their proposal.

All other items in the RFP shall remain.

Attached documents:

1. Pricing Matrix (2 pages)