

Region 4 Education Service Center (ESC)

Contract # R192003

for

Maintenance, Repair and Operations (MRO) Supplies and Equipment

with

Hi-Line Electric, Co., Inc.

Effective: April 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and Hi-Line Electric Co., Inc. effective April 1, 2020:

- I. Appendix A; Vendor Contract
- II. Offer & Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 1st, 2020 by and between Hi-Line Electric Co., Inc. DBA Hi-Line, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Maintenance, Repair and Operations (MRO) Supplies & Related Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 19-20 for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination(VIA UPS Ground ONLY) and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit; 4) change in market conditions.

Hi-Line will maintain a discount structure off of our catalogue list price for the length of the contract and will maintain the most favorite customer pricing on items that are on our GSA Schedule Contract.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. **Beyond the Manufacturer Warranty; Hi-Line Offers a "No Questions Asked Return Policy" on Non-Special ordered, unopened items.**

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.


24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor's agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the work-site and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name Hi-Line Electric Co., Inc. DBA Hi-Line, Inc.
Address 2121 Valley View Lane,
City/State/Zip Dallas, Texas 75234
Telephone No. 972-247-6200 x115
Email Address tkimbell@Hi-Line.com
Printed Name Terry Kimbell
Title Director of Gov./Bus. Development
Authorized signature 

Accepted by Region 4 ESC:

Contract No. RI92003

Initial Contract Term April 1, 2020 to March 31, 2023


Region 4 ESC Authorized Board Member

2/25/2020
Date

Margaret S. Bass
Print Name


Region 4 ESC Authorized Board Member

2/25/2020
Date

Carmen T. Moreno
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror’s proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
Delivery/Pg 4	FOB Delivery	FOB Delivery: UPS Ground ONLY	Accepted
Price Adj./Pg 4	Price Increase	See Highlighted Comments	Accepted
Warranty/Pg. 5	Warranty	See Highlighted Comments	Accepted

Performance Capability

- Hi-Line, Inc takes pride in being a debt free company and being able to the extra mile to service our customers and having a face to face conversation as we restock, inventory and clean the customers product location. We feel as though a customer should be focused on their business and their customers not on the parts they need to operate. That is why we have a mobile store that is stocked with 3-4,000 of the most commonly used parts that is continuously updated based on the inventory that is used from that store, this allows us to restock the customer immediately. These stores are owned and operated by Territory Managers (TM) that go through a four-week course on product knowledge, they are also supported by a team of sales managers, customer support staff, and other Territory Managers with over 300 years of combined product knowledge and experience.
- Hi-Line, Inc currently has over ninety Territory Managers across the United States to service our customer base and their needs, When meeting a customer for the first time a Territory Manager will setup a tentative schedule based on what the customer wants, that schedule will change based on how much product the customer is using because no customer will ever use the same amount of product and since Hi-Line, Inc takes pride in not over stocking a customer and only stocking what they need we develop a schedule with the customer based on their usage. Unlike our competitors our Territory Managers are available 24/7/365 days a year for their customers, so if a problem comes up on Christmas Day someone will always be there to support them no matter what the emergency is. Below is a current location of our Territory Managers.

AL	1	IL	4	MN	0	NM	2	TX	15
AZ	1	IN	1	MS	0	NY	2	UT	1
AR	2	IA	0	MO	2	OH	3	VT	0
CA	10	KS	2	MT	0	OK	3	VA	2
CO	2	KY	1	NC	2	OR	3	WA	4
CT	1	LA	2	ND	0	PA	3	WV	0
DE	0	ME	1	NE	1	RI	0	WI	0
FL	5	MD	2	NV	1	SC	2	WY	0
GA	4	MA	1	NH	0	SD	0		
ID	1	MI	3	NJ	1	TN	3		

- In the event Hi-Line, Inc does not have a Territory Manager in the location of a customer we have two option. If the customer is in relevant proximity of another manager's location, we can coordinate for them to cover the customer or we can ship the product to the customer from our distribution center in Dallas, Texas. Hi-Line, Inc offers Same-Day Shipping Guarantee with a 99% ship rate, if a qualified order is placed for an in-stock item by 2PM, CST. Orders placed on Fridays and weekends or holidays will be shipped on the next regular business day, This

guarantee does not cover, and Hi-Line, Inc, Inc shall not be held responsible for strikes, riots, severe weather conditions, acts of God, or any other forces beyond the reasonable control of Hi-line, Inc,, shipments and back ordered items, replacement orders, and new accounts [first order].

- Hi-Line, Inc will offer **F.O.B. destination via UPS Ground** to the contiguous 48 states and Washington DC., as well **F.O.B destination U PSGround (Small Parcel Only)** to AK, HI, and PR, Shipping to other overseas countries is available on a case by case bases. The transit times are based upon UPS' committed delivery times, which can range from 1-7 days depending on the location of the business. Under no circumstance will hazardous material be shipped to Alaska, Hawaii or exported outside of the contiguous United States.
- Working with the Omnia marketing team we will develop the best plan to pass out the
- information about the contract that will best benefit the members. Below are some of the ideas
- that as a company we could possibly do.
 - OMNIA Logo/Link on the Hi-Line Website that would link customer to the sign-up page for Non-Members.
 - OMNIA Logo on our Highly publicized Mobile App
 - OMNIA Logo on Mobile Stores for all of the public to see, [Case by Case]
 - Flyer's, Brochures mailed out to our Territory Managers
 - Webinar's/Seminar's held with Sales Managers to brief the details to new contract
 - Emails, mail-outs, brochures to current customers to inform them of the new contract to inform them of the new benefits and how it be advantageous to them.
- In order to introduce Omnia and Region 4 to the company first we would sit down as a management team to ensure that we are aligned in the Terms and Conditions of the contract, Then each Divisional Sales Manager will conduct sales a meeting [via, phone, zoom, Skype, etc.,) with his sales team to pass on the information. Following the sales meeting the contracting officer will also produce an email with information about the contract and member to send out to the company, while this is taking place, we will also develop line cards as a guideline to help the Territory Managers as a reference which will then be mailed out to all of them.
- As the sales managers and the contracting officer travel to do ride along with the Territory
- Managers [TM] they will follow-up with the information they spoke about previously. This will
- help to refresh the TM's of the contract and the opportunities it gives them.

Web Capabilities

- Our full-featured, easy-to-use e-commerce web site <http://www.hi-line.com>, has been servicing our customers for over 5 years. Our on-line ordering capabilities augments our 90 plus mobile hardware stores across the country that provide 24/7/365 access to our catalog of more than 100,000 products. With Hi-Line, Inc., a customer can place an order on-line and our mobile store can have that order delivered within the hour, if that customer is within a territory of a local Territory Manager (TM). That is a service no competitor can offer. If the customer is not within a local TM's territory and the part is order prior to 2 PM [CST] the part will be shipped the same day.
- Web Search Design
 - Multiple search options from narrow options to specific search criteria
 - Our site is organized with over 200 categories and subcategories
 - Categories are full search-able from the main search bar at the top of every page. Phillips, flat head machine screws, (all Zinc-plated, flat-head machines screws, etc.)

Live Phone Support: 1-800-723-9010

- Customer Service from 7 AM to 7 PM [CST]

Ordering System:

- Hi-Line has multiples ways of ordering products we have the most preferred method from our Territory Managers, this allows us to service the customer the way we prefer, use our mobile app and submit a shopping list to the Territory Manager or Customer Support, you can call our customer service department, or you can utilize our e-commerce site. They all will result in the same process and get you a purchase order/invoice the difference is whether the product is delivered by a Territory Manager or shipped directly to the customer.
- Once a customer is identified as a member of the Region 4 agreement, they are coded in our system within their account. This way no matter which method they decide to purchase through they will always receive contracted pricing. In the event there is a problem with their account, every customer is assigned an account manager that they can call and speak to that will address their issue, there is not calling a voicemail and waiting days to be called back. Hi-Line believes in talking to people and solving problems immediately.
- **Payment Terms**
 - We accept the following:
 - Visa/MasterCard/American Express
 - Purchase Order

- P-Card
- Check
- Cash
- Non-Credit Card Payments Available for 2% 10 Net 30 Terms
- New Business Customers qualify for \$500 credit minimum

Reporting Procedures:

- Hi-Line's Contract Coordinator does monthly reports on all federal, state, and cooperative contracts held by Hi-Line. During this time, he reviews the contracts, non-contracts sales, members list, and administrative fees. This allows Hi-Line to ensure that they are offering the contracted prices to the correct members and that the prices are correct on the products, it also allows us to catch any mistakes in a timely manner and correct them for our customers.

Qualification and Experience

- Hi-Line, Inc is a \$30 million nationwide distributor of maintenance, repair, operating (MRO) products to commercial, industrial, government, and educational entities throughout the United States. Hi-Line, Inc. Electric was founded in 1959 by a Marine World War II, veteran that recognized a genuine need in the marketplace inventory management and timely, direct delivery of quality electrical and mechanical maintenance products. His solution was to take the store and the service to the customer. At this time Hi-Line, Inc. Primarily sold electrical connectors and very few screws.
- With the help of his sons each night J.P. Sheaffer would load his station wagon with product, so the next day he could manage and restock the inventories of the customers in the Dallas/Ft. Worth area. Over the last 60 years Hi-Line, Inc. has grown from J.P.'s garage to being an established corporation in 1970 and currently employing over 90 Territory Managers across the United States and stocking more than 100,000 products that we make available to our customers 24/7/365.
- Below you see a few milestones for Hi-Line, Inc.

1959	Hi-Line, Inc. Electric is Founded by J.P. Sheaffer Marine WWII veteran	2009	1 st CMAS Contract Award
1970	Hi-Line, Inc. is Incorporated	2011	Hi-Line, Inc. sales product to the Government on DOD eMall
1970	1 st Catalogue Created with est. 5,000 parts.	2013	Hi-Line, Inc. developed its eCommerce Website with over 30,000 stocked parts
1980	Hi-Line, Inc. relocated Valley View Lane to a larger warehouse	2018	1 st TIPS Contract Award
1985	Mike Sheaffer becomes the President of Hi-Line, Inc.	2018	Developed smart phone App for iPhone and Android Users
2003	1 st GSA Contract Award (GS-06F-0065N)	2018	Award NCPA Contract
2005	1 st TXMAS Contract Award	2020	New E-Commerce Site

- Corporate Office Location
 - Hi-Line, Inc
 - 2121 Valley View
 - Dallas, Texas 75234

- DUNS: 004999561
- Hi-Line is not owned or operated by anyone who has been convicted of a felony

Reputation:

- Hi-Line's reputation exceeds itself beyond its customer service, we pride ourselves in being a debt free company and always paying our bills on time. According to Duns and Bradford, Hi-Line is a low risk company in both commercial credit class and financial stress. The company has never had to reorganize or file bankruptcy, and there is no current or historical litigation with any of the current officers or directors.
- Being that Hi-Line employees less than 170 people across the nation in accordance with the Small Business Administration and NAICS 423690 business size we classify as a small business for federal standards.
- Hi-Line is currently the awardee of five government contracts. Of those five contracts is the GSA Schedule which Hi-Line has held for the last 16 years and has. We have also held a multiple award schedule with TXMAS for the last 13 years and with CMAS.

Proprietary Information

Green Initiatives:

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout Omnia to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.



Printed By: BETH ESHELMAN

Date Printed: November 20, 2019

LIVE REPORT

Currency: Shown in USD unless otherwise indicated

HI-LINE ELECTRIC CO., INC.

Trade Names: HI-LINE

ACTIVE **SINGLE LOCATION**

D-U-N-S

Number:

00-499-9561

Company:

HI-LINE ELECTRIC COMPANY

D&B Address

Address: 2121 VALLEY VIEW LN
DALLAS, TX, US - 75234

Location SINGLE LOCATION

Type:

Phone: 972-247-6200

Fax:

Web: www.hi-line.com

Added to 03/21/2008

Portfolio:

Endorsement: BESHELMAN@HI-
LINE.COM

Last View Date: 11/20/2019

Company Summary

SCORE BAR

D&B Rating	--	Unavailable.
Commercial Credit Score Class	↓ 2	Low to Moderate Risk of severe payment delinquency
Total Payment Experiences	63	Total number of trade payment experiences collected by D&B.
Financial Stress Score Class	↑ 2	Low to Moderate Risk of severe financial stress
Bankruptcy Found	N	

D&B VIABILITY RATING SUMMARY

Viability Score
Viability Score : 3

Portfolio Comparison

Low Risk:1 ; High Risk:9

Portfolio Comparison : 2

Low Risk:1 ; High Risk:9

Data Depth Indicator

Company Profile:

Data Depth Indicator : B

G

Predictive:A ; Descriptive:G

Financial Trade Data	Company Payments Available (3+Trade)	Years Size Large	In Business Established
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DETAILED TRADE RISK INSIGHT™

3 months from Sep-19 to Nov-19

Days Beyond Terms Past 3 months: 2 Days

Days Beyond Terms Past 3 months : 2

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **33** payment experiences reported from **33** companies.

D&B COMPANY OVERVIEW

This is a single location

Chief Executive MIKE SHEAFFER, PRES-CEO	Age (Year Started) 49 years (1970)	Employees 170 (Here)
History Status INCOMPLETE	Mailing Address PO BOX 814844 Dallas ,TX 75234	SIC <u>5065 ,5072</u>
Line of business Whol electronic parts, whol hardware, whol electrical equip	NAICS <u>423690</u>	

PAYDEX® TREND CHART

FIRSTRAIN COMPANY NEWS

Powered By FirstRain



This Company is not currently tracked for Company News

NEWS & ALERTS



There are no alerts for this company in the last 30 days.

PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	2	11/21/2018
Suits	0	---
UCCs	0	---

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

CORPORATE LINKAGE



No parent company found. To view the full family tree, which may include branches, subsidiaries and affiliates, click on View Details.

Predictive Scores

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 3 have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked 3: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked 2 within this model segment have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked 2 with this model segment: **16 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- Extensive Commercial Trading Activity
- Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment. To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note,

Company Profile:

Company Profile Details:

- Financial Data: **Not Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**



Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available: 3+Trade	Large	Established

the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

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Disclaimer:

The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

- Hi-Line currently has several green initiatives in place to lesson our carbon impact on the environment and we are looking at additional ways to improve and reduce our impact on the environment. Some of the things that Hi-Line has already initiated and put in place are listed below:
 - We have switched over 95% of our lighting from incandescent lighting to LED to not only consume less electricity but also to extend the life cycle of the bulbs which in turn creates less waste over time.
 - We installed a cardboard compactor 2 years ago so that we could recycle all of our used boxes from our DC.
 - Our IT department collects used toner cartridges and sends them in on a recycling program to refill and reuse.
 - We do not use Styrofoam at all for packaging, we use plastic padded pillows and packing paper which can both be recycled by our customers.
 - We replaced our large copiers over 12 months ago and installed New Energy Saver Network copiers that turn off when not in use. They also can be used to scan and fax documents thereby cutting out the need for stand-alone machines thus reducing our carbon impact by reducing how many items we have plugged in.
 - We use Safety Kleen for the removal of our old and/or used aerosol products to make sure Hi-Line is staying in the guidelines of all regulatory compliance standards.
 - Every workspace at Hi-Line has a red bin for paper shredding and recycling. We try to only print when necessary, but once we are done, we put it in the recycling bin which is collected every Thursday.
 - We just signed a contract with a new janitorial company that uses Eco-friendly cleaners at our facility.

Key Personal:

- Below you will find the names and titles of the Key personal of the company. The President of the company Mike Scheaffer is the son of the founder and has been in the business all his life and carries the same belief his father did in customer service is the number one goal. The CFO is Brian Grzymkowski has been with Hi-Line for the last 27 years, Angie Hartsburg has been the Accounting Manager for the last 18 years, while Tim Eshelman has been the Customer Service Manager for the last 10 years. Terry Kimbell is the newest member of the team he recently retired from the Marine Corps in 2015 and brings in the knowledge of the military and government into Hi-Line and has been with the company for the last 2 years but with his knowledge on how the military function and experience on government process he helps the company ensure they follow procedures correctly.

Title	Name
President	Mike Sheaffer
CFO	Brian Grzymkowski
Director of Gov./Bus Development	Terry Kimbell
Customer Accounting Manager	Angie Hartsburg
Customer Service Manager	Tim Eshelman

Contact Information:

Director of Government/Business Develop	
Contact Person	Terry Kimbell
Address	2121 Valley View Lane
City/State/ Zip	Dallas, Texas 75234
Phone/Email	972-247-6200, ext. 115/ TKimbell@Hi-Line.com

Customer Accounting Manager	
Contact Person	Angie Hartsburg
Address	2121 Valley View Lane
City/State/ Zip	Dallas, Texas 75234
Phone/Email	972-247-6200, ext. 155/ AHartsburg@Hi-Line.com

Customer Service Manager	
Contact Person	Tim Eshelman
Address	2121 Valley View Lane
City/State/ Zip	Dallas, Texas 75234
Phone/Email	972-247-6200, ext. 171/ TEshelman@Hi-Line.com

Products:

- Since Hi-Line was founded by a WWII veteran we strive to sale American made products as much as we can and to this day the majority of our products are still manufactured here in America.

Abrasives		Fasteners	
3M	COLE HERSEE	AERO FASTENERS	NORD-LOCK
M.K. MORSE	GE		
UNITED ABRASIVES	PETERSON		Fuses and Accessories
WEILER	SYLVANIA	BUSSMANN	POSI-LOCK
Bulbs and Switches	TE CONNECTIVITY	LITTLEFUSE	
BUSSMANN			
			Fluid Power, Hoses, Fittings, and Valves
Adhesives, Chemicals, Cleaners, and Penetrants		AERO FASTENERS	J. O'CONNELL CO.
3M	F.A-R	Alomite	McMurray Metals
CLEE AND ASSOCIATES CORP.	KIDDE	Anvil	Milton
CRC	Lexa	Astro-Tex	MSI
DRILLCO	Light Vision	AUTO-VEHICLE PARTS CO.	Parker
DYKEM®	Master Lock	BREEZE	Prevost
Dynatex®	Mechanix Wear®	BRENNAN INDUSTRIES	ROCKAUTO.COM--CC
Henkel Loctite	Memphis®	CAPLUGS	SAE PRODUCTS
Kimp®	PDI	Eaton Weatherhead	STAR SALES SERVICE
Krylon®	SecureFil	ESSENTRA	Stuart Hose & Pipe
LPS	SEE CLEAR®	GF&D SYSTEMS	Tompkins Industries
Lubriplate	SemperForce®	H&D DISTRIBUTORS	Velvac
MSC	Virtua		
CERTIFIED SAFETY MFG., INC.	Zorb-IT		Hand Tools
CONNEX SAFETY		ACT	IRWIN
		APEX	KLEIN TOOL
Cabinetry, Assortment, and Storage		APPLIED MAGNETS	THOMAS AND BETTS
BILL METAL	HOUT	EATON	VELVAC
DURHAM	PACKAGING SUPPLY CO.	IDEAL INDUSTRIES	
			Heat Shrink Tubing/Safety and Protection
Cable Ties and Mounts		3M	Brady
ACT	T&B	Ammex Corp	BX
CLEE AND ASSOCIATES	TAILOR MADE PRODUCTS, INC		
PANDUIT			Shop Supplies
		ALLWAY TOOLS	KLEIN TOOL
Chains and Straps		BAYCO	MUELLER
VELVAC		DURACELL	NIGHTSTICK
		ENERGIZER	ORS NASCO
		FLUKE	PETERSON
Cutting Tools		ITW PRO BRANDS	SOLDER-IT
BLACK & DECKER	MINNESOTA TWIST DRILL		
DRILLCO	NITRO		Tapes
IRWIN TOOLS	TRIUMPH TWIST DRILL	3M	Quality Care
M.K. MORSE	VIKING DRILL	Peterson	TEX-WHIZ®
MAGNUM		ORS Nasco	WD-40
Electrical Supplies			Vehicle Light
3M	MIDSUN SPECIALTY PRODUCTS	BUSSMANN	PETERSON
AMERICAN ELECTRICAL	NICHIFU AMERICA	Cole Hersee	POWER & SIGNAL GROUP
BURNDY LLC	MOLEX	COOPER BUSSMANN	TRUCK-LITE
DELPHI	MOLEX	LITTELFUSE	Velvac
ECO-MAX®	OPTI-SEAL	NOVITA TECHNOLOGIES	
FTZ INDUSTRIES	PHILMORE		
GORILLA NUTS	POSI-LOCK		Wire and Cable Wire Management
HEILIND ELECTRONICS	POWER & SIGNAL GROUP	BUSSMANN	THOMAS & BETTS
HILLSDALE TERMINAL	POWERPLUG®	ESSENTRA	WALDOM ELECTRONICS
HOFFMAN PRODUCT	QUICK CABLE	FLEXO	WAYTEK, INC.
IDEAL	SB INDUSTRIES	FTZ INDUSTRIES	WIRTHCO ENGINEERING INC.
ILSCO	TE CONNECTIVITY	PANDUIT	
KING INNOVATION	THOMAS & BETTS		
LADD INDUSTRIES	Velcro		
MARINCO			

Value Add

- We bring both the service and store to you. With our nationwide network of mobile industrial hardware stores, we not only give you access to over 100,000 MRO items, we backup our products with unsurpassed product knowledge and inventory management services.
- Our mobile stores are operated by Territory Managers who provide personalized, on-site service with the products they sell. They are highly trained with detailed knowledge of our entire product line. As experts in inventory management, our Territory Managers ensure you have the right part for the job and the parts you need will be there—when you need them. We don't want our customers to take time off the production floor to research parts, we want them to rely on us to do that for them. Let us find the parts, let us stock what you need and let the customer worry about their business that is what Hi-Line, Inc. wants. With Hi-Line, Inc. there is less time spent worrying about running out of the parts, less time spent finding what you need, less time doing an inventory, and less time putting parts away. By the way this is a free service Hi-Line, Inc. offers to their customers because we take pride and ownership in what we do.
 - Hi-Line, Inc.'s Advantage:
 - We bring the store to you
 - We provide on-site product experts
 - We deliver high-quality products from American manufacturers
 - We offer free inventory management service
 - We guarantee our products with our 100% return or exchange policy
 - We give you 24/7/365 accessibility the answer for all emergency situations
- One more thing we do that our competition cannot do is our custom back plates for the kits. Beyond the fact that we can create just about any custom kit a customer wants, we can then create a custom back with their company logo, pictures of all the components inside and all parts numbers. The other thing our competitors cannot do is guarantee a 24-hour turnaround time on the back-plate order. When a customer wants a Hi-Line, Inc. setup then we want them to have a crisp clean Hi-Line, Inc. setup. This includes the clean bins, the organization, and custom back plates that will make the customer smile when they see it.

Mobile App

- As of 2018, we have developed a mobile application like no other. It is constantly updating when the user opens the app so that they have the most up-to-date products, specials, SDS sheets, and How to- Videos, another great feature that we implemented into the app is that it can be used off-line as well so a customer can search for a product whenever and where ever they may be. One of the last major features that our current customers love is the shopping list. This not a shopping cart like you see in Amazon or Wal-Mart were you have to purchase things but instead you go on the app and make a list of items you need or want and it syncs to the local TM that you selected or assigned in the app. That TM will then bring those items on their next visit so the customer will have them immediately. This is extremely helpful for those items that are not commonly used or something new that customer is wanting to purchase.

Hi-Line, Inc.'s plan for implantation for the Region 4 MRO Contract:

- Day 1-7 Hi-Line experienced Division Sales Managers, Director of Gov't/Business Development, Marketing, and the President of the company will all sit down to come up with the best course of action with the first seven days. During that meeting the membership list will be broken down by division and territory manager so each sales representative can call on them. Also, marketing will be deciding on how to develop line cards and brochures on the merger of Hi-Line and Region 4 and how the two can benefit the members in the best possible way. Contracted price will be uploaded into our sales system.
- Day 8-30: Omnia/Region 4 logo will be added to mobile app and website along with line cards and brochures will be mailed out to all sales reps across the nations. During this time the division managers will be holding webinars with the territory managers to talk about the contract and how it can help expand their business and ways Hi-Line can benefit these customers.
- Day 31-90: Sales Manager and Dir. Gov't/Bus Development will be traveling to ride with Territory Managers to work with them and meet Region 4 for members and prospect as well explain the benefits to the territory managers face to face as well. Also, during this period, we will be mailing marketing material to members that contain products and the business card of the local TM, which is followed up within 2 weeks of the mail out.

THE HI-LINE DIFFERENCE



**LET US HELP
INCREASE YOUR
UPTIME AND
PRODUCTIVITY**

www.Hi-Line.com • 1.800.944.5463



Hi-Line was founded in 1959, by J.P. Sheaffer (a WWII Marine veteran), when he recognized a genuine need in the industrial marketplace. He noticed that businesses were in need of inventory management and timely, direct delivery of high-end electrical, hydraulic, pneumatic and mechanical maintenance products. His solution?

Take the store and the service to the customer.

Hi-Line, Inc. is America's Mobile Industrial Hardware Store™. We are a nationwide distributor and service provider of Maintenance Repair Operations and Production (MROP) parts and supplies. Hi-Line's highly trained Territory Managers operate fully stocked mobile stores and are equipped to serve the needs of transportation, aviation, facilities maintenance, aerospace, medical, military, marine, power generation, manufacturing, federal/local government and heavy equipment industries.



WHAT MAKES HI-LINE DIFFERENT

- Mobile Industrial Hardware Stores
- Nationwide inventory management services
- "No questions asked" product return policy
- American made products
- 24/7/365 Availability
- On-site product training
- Parts area optimization
- Local Territory Managers that learn your business & offer inventory management services customized to your specifications and guidelines



HIGH-END PRODUCTS

We provide the highest quality American made products available.

WORLD CLASS SERVICE

Hi-Line's Territory Managers maintain your inventory levels, along with keeping your parts area clean, organized and efficient.



INTEGRITY

Hi-Line's Territory Managers are local, take the time to learn your business, earn your trust and we offer a no questions asked product return policy.

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WHO WE ARE:

Hi-Line operates a fleet of Mobile Industrial Hardware Stores® throughout North America. Our Mobile Stores are stocked with electrical, mechanical and hydraulic parts used in maintenance, repair, operations and production.

WHAT WE DO:

We provide varying levels of inventory management. You determine which level. We help you better control your maintenance and repair supplies.

WHERE WE ARE:

Our Territory Managers (Inventory Management Specialists) operate locally. Each Mobile Store is supported by a local warehouse and a national distribution center.

America's Mobile Industrial Hardware Store



WHEN DO WE HELP:

We service our customers on a routine basis, some weekly, some every other week and some monthly. You ultimately determine the frequency.

WHY HI-LINE:

Our timely and direct service will increase your uptime and productivity while decreasing your headaches.

HOW WE DO THIS:

We help you maintain proper inventory levels by tracking and forecasting your inventory usage. Our Mobile Stores are automated and use the latest technology available. Additionally, we routinely clean, sort, rotate and organize your inventory. We're available 24/7/365. Inventory returns and exchanges are easy.

SERVICING YOUR INDUSTRY

- Manufacturing
- Aviation
- Railroads
- Power generating plants
- Plant equipment
- Gas, water, sewage treatment & telephone utilities
- Industrial & Pleasure marine
- Government & Military
- Electric motor rewind & transformer



PRODUCT LINES WE SERVICE

- Electrical
- Fasteners & Hardware
- Fluid Power
- Abrasives
- Safety & Protection
- Wire & Cable
- Wire Management
- Chemicals
- Shop Supplies
- Cutting Tools
- Hand Tools
- Fuses & Accessories
- Cabinetry
- Vehicle Lighting
- Tapes
- Bulbs & Switches
- Heat Shrink Tubing
- Cable Ties
- And More!

America's Mobile Industrial Hardware Store

- Hospitals
- Fork-lifts & material handling equipment
- Construction & contractor equipment
- Farming & agricultural
- Refrigerated transports
- Truck, bus, trailer, custom auto & fleet
- Commercial HVAC, chillers & boilers
- And more



WHO MANUFACTURES OUR PRODUCTS



OUR 10 POINT SERVICE GUARANTEE

10. AFTER HOURS, WEEKENDS AND JUST-IN-TIME

AVAILABILITY: Have you ever needed a part at midnight or on the weekend? Your Hi-Line Territory Manager and his Mobile Store are available to you 24 hours a day, 7 days a week.

9. REGULARLY SCHEDULED SERVICE CALLS: Do you run out of parts resulting in downtime or expensive emergency shipments? Your Hi-Line Territory Manager can set up scheduled times to replenish your supplies minimizing or eliminating your downtime.

8. ON-SITE PRODUCT TRAINING: Our Territory Managers are trained on the latest product releases and will be glad to set up seminars to demonstrate the latest innovations in your industry.

7. POINT OF PURCHASE: How many times have you needed something after you have already placed an order? When your local Hi-Line Territory Manager comes to you, they will have what you need with them in their mobile store.

6. "NO QUESTIONS ASKED" RETURN POLICY: If for any reason you are not satisfied with our products, or your needs change, return any product to your local Hi-Line Territory Manager on their next service call for a full refund or exchange.

5. INVENTORY MANAGEMENT TO YOUR SPECIFICATIONS: After your parts bins have been organized, we can make a list of the parts you may need. On an ongoing basis, we keep accurate records of what you use, how often and how much.

4. SORTING, CLEANING AND ORGANIZING: Our "No Hassle" service begins with adding, replacing and cleaning your parts bins. Then we organize them so you can find parts faster. Rotating inventory is also done routinely.

3. ON-THE-SPOT PRODUCT INSPECTION: Have you ever received the wrong part or found a part was broken upon delivery? You can inspect the parts to verify their identification and quality at the time of purchase.

2. 1-800 TECHNICAL ASSISTANCE HOTLINE (1-800-944-5463): From 7 a.m. to 7 p.m. central standard time, our Customer Support staff will answer any questions you may have or route a Territory Manager to you immediately. When calling Hi-Line, you talk to a qualified, knowledgeable person, not to a machine.

AND THE #1 HI-LINE SERVICE GUARANTEE POINT IS...

1. WE BRING THE SERVICE AND STORE TO YOU®: Your Hi-Line Territory Manager's fully stocked Mobile Store comes to you for immediate service.



America's Mobile Industrial Hardware Store

HOW LONG HAS IT BEEN SINCE YOU UPDATED YOUR PARTS BIN AREA?



WITHOUT HI-LINE



WITH HI-LINE

DID YOU JUST BUY A \$50 SCREW?



The Salesperson said it only cost five cents. But here are the items that were not on the invoice:

- 1. Time required to take inventory of your parts bins.....30 minutes @ \$20/hour = \$10
- 2. Your time to put the order away.....30 minutes @ \$20/hour = \$10
- 3. The time it takes you to organize and label your bins.....30 minutes @ \$20/hour = \$10
- 4. Sending someone to the supply store to purchase missing parts...1 hour @ \$20/hour = \$20

*All costs based on a \$40,000 annual salary

TOTAL = \$50

As the leader in the maintenance, repair, operation and production product industry, we do not believe in selling \$50 screws. When you purchase a product from Hi-Line there are **NO HIDDEN OR ADDITIONAL COSTS.**



AT HI-LINE, WE BELIEVE WHEN YOU BUY A PRODUCT, THAT IS ALL YOU SHOULD PAY FOR!

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OUR CATALOG IN YOUR POCKET

THE **HI-LINE** MOBILE APP



Access to 100,000+ products on-line or off, making it fast and easy to find what you need.



FILTERING



SEARCHING



SCANNING



MY LIST

Download Our Digital Catalog



Available on the
App Store



GET IT ON
Google Play



America's Mobile Industrial Hardware Store

Simple Inventory System™

An Inventory Allocation Program

Hi-Line's Simple Inventory System™ is an inventory allocation program that helps you track parts to a job. Combined with our customized inventory management services, you get the best parts inventory management in the industry, at no extra cost.

Features & Benefits

- Custom URL
- Cloud based
- Computer / Mobile device compatible

Individual User


- Individual user log-in
- Assign parts to a job
- Shows history for each user

Manager

- Multi-filtering
- Downloadable data in .csv or .xml
- Adjust records

Administrator

- All features of Manager
- User management
- Add / remove / change role of employees



Simple Inventory System™

Logout

Enter Inventory Data:

Employee ID:

Employee Name:

Area*:

Job Number*:

Part Number*:

Quantity*:

Finished? COMPLETE CHECKOUT [ADD ANOTHER ITEM](#)

Inventory Log: Mike (1)

DATE	JOB NUMBER	PART NUMBER	QUANTITY	AREA	
7/1/2019	4622512	55417	2	Area 1	Edit
6/26/2019	Supplies	425000	1	Area 1	Edit
6/26/2019	Supplies	187520	10	Area 1	Edit
6/4/2019	Test	554	5	Area 5	Edit
6/4/2019	Test	48	2	Area 1	Edit
6/4/2019	Test	495	3	Area 1	Edit
5/29/2019	122100	52647	10	Area 2	Edit
5/29/2019	224578	4601012	1	Area 4	Edit
5/23/2019	23423543523	49455546	5	Area 2	Edit
5/23/2019	23423543523	234545435	5	Area 2	Edit

Page 1 of 5



Customer Name: _____ Territory Manager: _____
 Assortment: CRYSTAL CLEAR WINDOW CONNECTORS Phone Number: _____
 Order # _____ Email: _____
 Toll Free Number: 1-800-944-5463
 www.hi-line.com

Back of Drawer

 #8 RING 12-10 AWG CCW0886	 #10 RING 12-10 AWG CCW4576	 1/4" RING 12-10 AWG CCW7726	 5/16" RING 12-10 AWG CCW4266	 3/8" RING 12-10 AWG CCW24568	 BUTT SPlice 12-10 AWG CCW1210
 .250 RECP. 16-14 AWG CCW4486	 .250 MALE 16-14 AWG CCW4196	 .250 MALE 12-10 AWG CCW6326	 .250 MALE 12-10 AWG CCW6336	 STEPDOWN BUTT 16-14 TO 12-10 CCW1610	 BUTT SPlice 16-14 AWG CCW1614
 #6 RING 16-14 AWG CCW62266	 #8 RING 16-14 AWG CCW69926	 #10 RING 16-14 AWG CCW62176	 1/4" RING 16-14 AWG CCW62196	 5/16" RING 16-14 AWG CCW64546	 3/8" RING 16-14 AWG CCW64756
 #6 RING 22-18 AWG CCW42356	 #8 RING 22-18 AWG CCW49906	 #10 RING 22-18 AWG CCW42146	 .250 RECP. 22-18 AWG CCW6308	 .250 RECP. 22-18 AWG CCW6316	 BUTT SPlice 22-18 AWG CCW2218

Front of Drawer

PB24 Not all product is to scale.



Customer Name: _____ Territory Manager: _____
 Assortment: BRASS PIPE FITTINGS 1/8" - 3/8" Phone Number: _____
 Order # _____ Email: _____
 Toll Free Number: 1-800-944-5463
 www.hi-line.com

MPT= MALE PIPE THREAD
 FPT= FEMALE PIPE THREAD

Back of Drawer

 3/8 MPT HEX PLUG 315206	 3/8 MPT CLOSE NIPPLE 332006	 3/8 FPT 90° ELBOW 352006	 3/8 PIPE 90° ELBOW 342006	 3/8 FPT x 1/4 FPT COUPLING 33000604	 3/8 FPT COUPLING 330006
 1/4 MPT HEX 315204	 1/4 MPT CLOSE NIPPLE 332004	 1/4 FPT 90° ELBOW 352004	 1/4 PIPE 90° ELBOW 342004	 3/8 FPT x 1/8 FPT COUPLING 33000402	 1/4 FPT COUPLING 330004
 1/8 PIPE HEX PLUG 315202	 1/8 MPT CLOSE NIPPLE 332002	 1/8 FPT 90° ELBOW 352002	 1/8 PIPE 90° ELBOW 342002	 1/4 FPT x 1/8 FPT COUPLING 33000402	
 1/4 MPT x 1/8 FPT BUSHING 32200402	 3/8 MPT x 1/4 FPT BUSHING 32200404	 1/2 MPT x 3/8 FPT BUSHING 32200406	 1/4 FPT x 1/8 MPT ADAPTER 32000402	 3/8 FPT x 1/4 MPT ADAPTER 32000404	

Front of Drawer

PB24 Not all product is to scale.





Customer Name: _____ Territory Manager: _____

Assortment: ATM, ATC, & MAXI BLADE FUSES Phone Number: _____

Order # _____ Email: _____

Toll Free Number: 1-800-944-5463

www.hi-line.com

Back of Drawer

 20 AMP MAX-20 MAXI-FUSE 32V FMAX20	 30 AMP MAX-30 MAXI-FUSE 32V FMAX30	 40 AMP MAX-40 MAXI-FUSE 32V FMAX40	 50 AMP MAX-50 MAXI-FUSE 32V FMAX50	 60 AMP MAX-60 MAXI-FUSE 32V FMAX60	 MAXI FUSE HOLDER FH200MX
 15 AMP ATC-15 AUTO BLADE FUSE 32V FT15	 20 AMP ATC-20 AUTO BLADE FUSE 32V FT20	 25 AMP ATC-25 AUTO BLADE FUSE 32V FT25	 30 AMP ATC-30 AUTO BLADE FUSE 32V FT30	 40 AMP ATC-40 AUTO BLADE FUSE 32V FT40	 30-AMP ATC FUSE HOLDER FHATC30
 25 AMP ATM-25 MINI BLADE FUSE 32V FM25	 30 AMP ATM-30 MINI BLADE FUSE 32V FM30	 5 AMP ATC-5 AUTO BLADE FUSE 32V FT5	 7.5 AMP ATC-7.5 AUTO BLADE FUSE 32V FT7.5	 10 AMP ATC-10 AUTO BLADE FUSE 32V FT10	 20-AMP ATC FUSE HOLDER FHATC20
 5 AMP ATM-5 MINI BLADE FUSE 32V FM5	 7.5 AMP ATM-7.5 MINI BLADE FUSE 32V FM7.5	 10 AMP ATM-10 MINI BLADE FUSE 32V FM10	 15 AMP ATM-15 MINI BLADE FUSE 32V FM15	 20 AMP ATM-20 MINI BLADE FUSE 32V FM20	 MINI BLADE FUSE HOLDER FH200MI

Front of Drawer

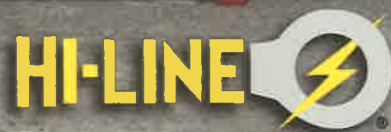
PB21L Not all product is to scale.



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25



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Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

11/21/19

Date



Director of Gov./Bus. Development
Authorized Signature & Title

Open Record Policy Trade Secrets

Section	Page	Detailed Reason
Annual Sales Table	Pg. 212	Contains Company Private Sales Information
Reference Contact Table	Pg. 212	Contains annual sales and contact information for private customers
Cooperative Contract Sales Table	Pg. 222	Contains Company Private Sales Information
Product Vendor Table	Pg. 223	Contains Private Company Vendor Contact Names

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company

Hi-Line Electric Co., Inc.

DBA Hi-Line, Inc.

2121 Valley View Lane,

Address

Dallas, Texas 75234

Phone

972-247-6200 x115

Fax

972-247-5307

Contact

Signature

Terry Kimbell

Printed Name

Director of Gov./Bus. Development

Position with Company

**Official
Authorizing
Proposal**

Signature

Terry Kimbell

Printed Name

Director of Gov./Bus. Development

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:
https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-563820

Date Filed:
11/21/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Hi-Line Electric Co. Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center ("ESC")

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation Number 19-20
Maintenance, Repair and Operations (MRO) Supplies & Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Terry Kimbell, and my date of birth is 01/10/1982.

My address is 2121 Valley View Lane, Dallas Tx 75234 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 21 day of November, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Terry Kimbell, as an authorized representative of

Hi-Line Electric Co., Inc. DBA Hi-Line, Inc., a contractor engaged by

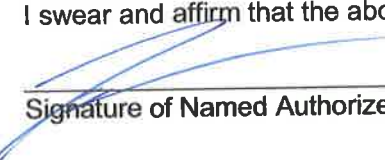
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

11/21/18

Date

Form Revised 10/27/201



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to change;

1. **SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME**
2. **DEADLINE FOR RECEIPT OF QUESTIONS: November 21, 2019**
3. Page 39 – Change first paragraph labeled "M" to "L".
4. Appendix E – Products & Services Pricing and market basket has been amended and is attached.
5. Additions to Appendix C – **ADDITIONAL REQUIRED DOCUMENTS**

Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.

- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, 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 workweek.
- d. 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.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

§ 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of

the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Hi-Line, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Terry Kimbell Director of Gov./Bus. Development

Name and Title of Contractor's Authorized Official

11/21/19

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a

state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See *DHS Standard Terms and Conditions*, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.


Offeror's Name: Hi-Line, Inc

Address, City, State, and Zip Code: 2121 Valley View Lane, Dallas Texas 75234

Phone Number: 972-247-6200 x115 Fax Number: 972-247-5307

Printed Name and Title of Authorized Representative: Terry Kimbell, Director of Gov/Bus. Development

Email Address: tkimbell@hi-line.com

Signature of Authorized Representative:  Date: 11/28/18

QUESTIONNAIRE

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

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

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

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No
- 6.

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Hi-Line, Inc

Contact Person Terry Kimbell

Signature  _____

Date 11/25/15

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

Requirements for National Cooperative Contract

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when 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 \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 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 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.

Does offeror agree? YES _____ *TR* Initials of Authorized Representative of offeror

(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 immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ *R* Initials of Authorized Representative of offeror

(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

Requirements for National Cooperative Contract

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.

Does offeror agree to abide by the above? YES _____ R Initials of Authorized Representative of offeror

(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.

Does offeror agree? YES _____ R Initials of Authorized Representative of offeror

(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.

Does offeror agree? YES _____ R Initials of Authorized Representative of offeror

(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.

Does offeror agree? YES _____ R Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract

(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.

Does offeror agree? YES _____ *RC* Initials of Authorized Representative of offeror

(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 Executive Office of the President Office of Management and Budget (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.

Does offeror agree? YES _____ *RC* Initials of Authorized Representative of offeror

(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:

- (1) 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.
- (2) 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ *RC* Initials of Authorized Representative of offeror

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 § 200.333. The offeror further certifies that

Requirements for National Cooperative Contract

offeror will retain all records as required by 2 CFR § 200.333 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.

Does offeror agree? YES _____ R Initials of Authorized Representative of offeror

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).

Does offeror agree? YES _____ R Initials of Authorized Representative of offeror

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. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ R Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any 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.

Does offeror agree? YES _____ R Initials of Authorized Representative of offeror

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.

Does offeror agree? YES _____ R Initials of Authorized Representative of offeror

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

Offeror's Name: Terry Kimbell

Address, City, State, and Zip Code: 2121 Valley View Lane, Dallas Texas 75234

Phone Number: 972-247-6200 x115 Fax Number: 972-247-5307

Printed Name and Title of Authorized Representative: Terry Kimbell Director of Gov./Bus. Development

Email Address: tkimbell@hi-line.com

Signature of Authorized Representative: _____

Date: 11/21/18

Requirements for National Cooperative Contract

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

Requirements for National Cooperative Contract

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

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

Company Name: Hi-Line, Inc

Street: 2121 Valley View Lane

City, State, Zip Code: Dallas, Texas 75234

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest
NONE		

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

11/21/18
Date


Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: Hi-Line, Inc

Street: 2121 Valley View Lane,

City, State, Zip Code: Dallas, Texas 75234

State of Texas

County of Dallas

I, Terry Kimbell of
the Hi-Line Electric Co., Inc. DBA Hi-Line, Inc. Dallas
Name City

in the County of Dallas, State of
Texas

of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of Gov./Bus. Development of the firm of
Hi-Line, Inc
Title Company Name

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

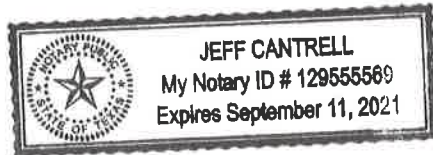
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

Hi-Line Electric Company, Inc
Company Name

[Signature] Dir. Govt./Bus. Dev.
Authorized Signature & Title

Subscribed and sworn before me

this 21 day of November, 2019
[Signature]
Notary Public of Texas
My commission expires September 11, 2021



SEAL

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Hi-Line Electric Co., Inc. DBA Hi-Line, Inc.
Street: 2121 Valley View Lane,
City, State, Zip Code: Dallas, Texas 75234

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

11/21/12

Date


Director of Gov./Bus. Development

Authorized Signature and Title

Requirements for National Cooperative Contract

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 75-1323144	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 166			
4. COMPANY NAME HI-LINE ELECTRIC CO. INC D/B/A HI-LINE, INC.					
5. STREET 2121 VALLEY VIEW LANE	CITY DALLAS	COUNTY DALLAS	STATE TX	ZIP CODE 75234	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				166	
10. PUBLIC AGENCY AWARDED CONTRACT					
OMNIA PARTNERS		CITY FRANKLIN	COUNTY WILLIAMSO	STATE TN	ZIP CODE 37067
Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols.2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/ Managers	22						1	16							5
Professionals	9				2			2							5
Technicians															
Sales Workers	96				1			91							4
Office & Clerical	30			3	7		1	7	1	2					9
Craftworkers (Skilled)															
Operatives (Semi-skilled)	9			2			1	2	2	2					
Laborers (Unskilled)															
Service Workers															
TOTAL	166														
Total employment From previous Report (if any)	159														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR 5 28 19
13. DATES OF PAYROLL PERIOD USED From: 12/15/2018 To: 12/31/2018		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) TERRY KIMBELL	SIGNATURE 	TITLE Dir. of Gov't./Bus. Dev.	DATE MO DAY YEAR 12 2 19		
17. ADDRESS NO. & STREET 2121 Valley View Lane	CITY Dallas	COUNTY Dallas	STATE TX	ZIP CODE 75234	PHONE (AREA CODE, NO., EXTENSION) 972 - 247 - 6200

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

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

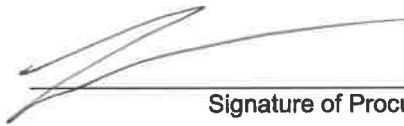
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal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

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

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

Requirements for National Cooperative Contract

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



Signature of Procurement Agent

Requirements for National Cooperative Contract

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

Requirements for National Cooperative Contract

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

Requirements for National Cooperative Contract

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

Requirements for National Cooperative Contract

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


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

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

Part I – Vendor Information

Vendor Name:	Hi-Line Electric Co., Inc. DBA Hi-Line, Inc.		
Address:	2121 Valley View Lane		
City:	Dallas	State:	TX Zip: 75234

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



Signature

Terry Kimbell

 Printed Name

Director of Gov./Bus. Development

 Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$

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

Requirements for National Cooperative Contract

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

Requirements for National Cooperative Contract

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

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

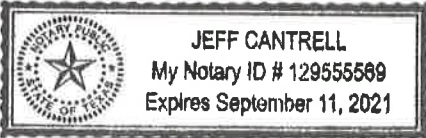
Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 21 day of November, 2019

(Notary Public)

My Commission expires 9/11/21



Jeff Cantrell
(Affiant)

Jeff Cantrell, Notary
(Print name & title of affiant)

(Corporate Seal)

Requirements for National Cooperative Contract

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

Requirements for National Cooperative Contract

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: RFP 19-20

Bidder/Offeror: Hi-Line, INC.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Terry Kimbell

Signature: 

Title: Director Gov't/Bus. Development

Date: 

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

Requirements for National Cooperative Contract



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: HI-LINE ELECTRIC COMPANY
Trade Name: HI-LINE
Address: 2121 VALLEY VIEW LN
DALLAS, TX 75234-8912
Certificate Number: 0893407
Effective Date: March 01, 1993
Date of Issuance: November 20, 2019

For Office Use Only:
20191120171048782



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Tuesday, December 3, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

1. Correct Non-Mandatory Pre-Proposal Conference time:

NON-MANDATORY PRE-PROPOSAL CONFERENCE


Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on November 12, 2019 at 2:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by November 6, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Hi-Line, Inc

Contact Person Terry Kimbell

Signature 

Date 11/21/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that HI-LINE ELECTRIC COMPANY, a Domestic For-Profit Corporation (file number 27806000) has filed the following assumed name certificate(s) with this office:

Assumed Name	Filed	Status
Hi-Line, Inc.	July 06, 2011	Active

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on June 23, 2015.



A handwritten signature in black ink, appearing to read "Casco" followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. HI-Line Electric Company, Inc.</p> <p>2 Business name/disregarded entity name, if different from above HI-Line Inc</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p style="font-size: x-small;">Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 2121 Valley View Lane</p> <p>6 City, state, and ZIP code Dallas, TX 75234</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		
or									
Employer identification number									
7	5	-	1	3	2	3	1	4	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>2/21/2019</u>
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2019

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

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

PRODUCER MHB T, a Marsh & McLennan Agency, LLC company 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Laurie Carter	
	PHONE (A/C, No, Ext): 972-770-7138	FAX (A/C, No): 972-404-5580
E-MAIL ADDRESS: Laurie_Carter@mhb t.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Great Northern Insurance Company		20303
INSURER B: Federal Insurance Company		20281
INSURER C: Chubb Indemnity Insurance Company		12777
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 139920307 **REVISION NUMBER:**

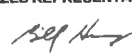
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35990565	4/25/2019	4/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73575251	4/25/2019	4/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			79880978	4/25/2019	4/25/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71739279	4/25/2019	4/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured Form #80-02-2367 Edition 05/07 applies to the General Liability policy.
 Waiver of Subrogation form #80-02-2000 Edition 04/01 applies to the General Liability policy.
 Primary & Non-Contributory General Liability form #80-02-2367 Edition 07/09 applies to the General Liability policy.
 30 Day Notice of Cancellation Per Written Contract Form #80-02-9791 Edition 04/13 applies to the General Liability Policy.

Additional Insured form #16-02-0292 Edition 11/16 applies to the Automobile Liability policy.
 Waiver of Subrogation form #16-02-0292 Edition 11/16 applies to the Automobile Liability policy.

See Attached...

CERTIFICATE HOLDER For Information Purposes Only 2121 Valley View Lane Dallas TX 75234	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY MHBT, a Marsh & McLennan Agency, LLC company		NAMED INSURED Hi-Line, Inc. Hi-Line Electric Co., Inc. dba 2121 VALLEY VIEW LANE Dallas TX 75234	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Waiver of Subrogation form #WC 42 03 04B Edition 06/14 applies to the Workers Compensation policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains an endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for
Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 3 Amends Appendix E – Pricing File for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to change;

1. Please utilize the revised Appendix E – Pricing File (labeled Version 3 on tab 1) attached. Please do not modify the formatting on this document.
2. An updated Pre-Proposal meeting notes file has been posted.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Hi-Line, Inc

Contact Person Terry Kimbell

Signature 

Date December 2, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist