

Region 4 Education Service Center (ESC)

Contract # R220902

for

Exterior Surfacing Products, Services, and Paving Solutions

with

PaveConnect Logistics, LLC

Effective: May 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and PaveConnect Logistics, LLC, effective May 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

This Contract ("Contract") is made as of May 1, 2022 by and between PaveConnect Logistics, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Exterior Surfacing Products, Services, and Paving Solutions ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-09 for Exterior Surfacing Products, Services, and Paving Solutions ("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.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 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 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.
- 17) 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. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 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.
- 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 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 worksite 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 PaveConnect Logistics, LLC

Address 44 Grant 65

City/State/Zip Sheridan, AR 72150

Telephone No. 877-942-5613

Email Address pcteam@paveconnect.com

Printed Name Jeremy Hill

Title VP of Operations

Authorized signature 

Accepted by Region 4 ESC:

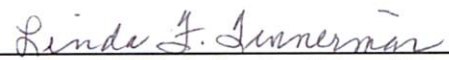
Contract No. R220902

Initial Contract Term May 1, 2022 to April 30, 2025


Region 4 ESC Authorized Board Member

4/26/2022
Date

Margaret S. Bass
Print Name


Region 4 ESC Authorized Board Member

4/26/2022
Date

Linda F. Tinnerman
Print Name



Response to

Region 4 ESC RFP

For

Exterior Surfacing Products, Services, and Paving Solutions

Tab 1

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R _____ 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.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may

CONTRACT

survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 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 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.
- 17) 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. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 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.
- 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 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 worksite 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 PaveConnect Logistics, LLC

Address 44 Grant 65

City/State/Zip Sheridan, AR 72150

Telephone No. 877-942-5613

Email Address pcteam@paveconnect.com

Printed Name Jeremy Hill

Title VP of Operations

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

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.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 22-09

Request for Proposal (“RFP”)
by Region 4 Education Service Center (“ESC”)
for Exterior Surfacing Products, Services, and Paving Solutions

This Addendum No. 1 amends the Request for Proposal (RFP) for Exterior Surfacing Products, Services, and Paving Solutions 22-09 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Exterior Surfacing Products, Services, and Paving Solutions. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP

1. Page 1, Line 11:

Remove the submittal deadline and replace with the following:

SUBMITTAL DEADLINE: Tuesday February 22, 2022, 2:00 PM CENTRAL TIME

All other items on this page shall remain.

2. Page 4, Section II. CALENDER OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

Remove the calendar of events and replace with the following:

<u>Event</u>	<u>Date</u>
<i>Issue RFP</i>	<i>December 16, 2021</i>
<i>Pre-proposal Conference</i>	<i>January 13, 2022</i>
<i>Deadline for receipt of questions via email</i>	<i>January 14, 2022</i>
<i>Issue Addenda (if required)</i>	<i>January 20, 2022</i>
<i>Proposal Due Date</i>	<i>February 22, 2022</i>
<i>Approval from Region 4 ESC</i>	<i>April 26, 2022</i>
<i>Contract Effective Date</i>	<i>May 1, 2022</i>

All other items on this page shall remain.

3. Page 10, item 21. Quality of Materials or Services

Remove item 21 and replace with the following:

21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If non is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended. *If no brand names or numbers are specified or mentioned in the solicitation, Offeror need only to indicate brand names or quantities as they determine applicable to the product and/or service; see the Scope of Work on page 2) and the Products/Pricing section (under the Evaluation Process and Criteria on page 11) for additional details.*

All other items on this page shall remain.

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name PaveConnect Logistics, LLC

Contact Person Jeremy Hill

Signature 

Date 2/1/22

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



Response to

Region 4 ESC RFP

For

Exterior Surfacing Products, Services, and Paving Solutions

Tab 2

Tab 2 – Products/Pricing

- i. Offerors shall provide pricing based on a discount from a price list or catalog, or fixed price, or a co-efficient, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of an Offeror's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Discounts proposed should remain the same for the first 12 months after the contract award. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.
- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer or Other Part #
 - Offeror's Part # (if different from the above part #)
 - Description
 - Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

- iii. When a UPB is to be utilized, Offeror should include a state co-efficient for each state serviced to include both standard and non-standard hours.
- iv. When hourly labor rates are to be utilized, Offeror should indicated the primary job titles with not to exceed hourly rates with any applicable discounts.
- v. Is pricing available for all products and services?
- vi. Describe any shipping charges.
- vii. Provide pricing for warranties on all products and services.
- viii. Describe any return and restocking fees.
- ix. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- x. Describe how customers verify they are receiving Contract pricing.
- xi. Describe payment methods offered.
- xii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- xiii. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xiv. Provide any additional information relevant to this section.

i. -v. PaveConnect will utilize the RSMeans Construction Procurement Catalog (Unit Price Book "UPB") for all services offered under the Master Agreement. Under this method, and utilizing the City Cost Index, our coefficient for standard hours will be 1.0, and our coefficient for nonstandard hours will be 1.1. This coefficient will be in effect for all 50 states, for all products and services.

vi. Shipping charges do not apply.

vii. Warranty pricing will be provided on a job-by-job basis, depending on the products provided.

-
- viii. There are no return or restocking fees.**
 - ix. No additional discounts are available.**
 - x. In order for the customer to verify they are receiving contract pricing, a copy of the RSMeans price calculation will be provided to the customer.**
 - xi. PaveConnect receives payment by check mailed to PO Box 908, Sheridan, AR 72150. Payment terms are Net 30 unless otherwise negotiated.**
 - xii. Because PaveConnect is utilizing the RSMeans UPB, pricing updates will not be needed.**
 - xiii. Future product introductions will be priced using the RSMeans UPB.**



Response to

Region 4 ESC RFP

For

Exterior Surfacing Products, Services, and Paving Solutions

Tab 3

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

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

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

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

B. Total number and location of salespersons employed by Supplier.

PaveConnect has 10 salespeople located throughout the US. Their locations include:

- Arkansas
- Colorado
- Georgia
- Ohio
- Pennsylvania
- Texas

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

No

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

No

c. Historically Underutilized Business (HUB)

No

d. Historically Underutilized Business Zone Enterprise (HUBZone)

No

e. Other recognized diversity certificate holder

No

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Many of our partners meet minority-owned standards. Because our list of partners is so expansive, minority status will be provided on an as-needed basis by job.

I. Describe how supplier differentiates itself from its competitors.

PaveConnect's core competencies are specific to commercial paving and paving services and we do not deviate away from the heart of our core business. Our core focus is to provide paving services that is adaptable and scalable to any agency's needs. PaveConnect has the ability to work with agencies to accommodate budgets and paving and concrete related needs.

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

PaveConnect's nationwide coverage is offered by a single call to PaveConnect which allows facility managers the peace of mind both for the reactive maintenance and proactive planning. PaveConnect will dispatch the client's call and provide all the follow up with an Account Management Team (minimum of three team members) assigned specifically to the client. Our numerous locations nationwide, allows PaveConnect the ability to reduce travel cost while utilizing internal systems to provide common and consistent tracking along with Asset Management history for the client. PaveConnect has industry veterans on staff and the Technical Services Department works with the Account Management Team to assist clients in identifying and prioritizing specific paving needs. This enables facility managers to manage their paving budgets more effectively. Each year PaveConnect clients can budget for parking lots and outdoor surfaces with ease, utilizing the tracking ability of

PaveConnect's Online Database. PaveConnect's communication is second to none with a personalized web-based portal to track 100% of the client's inventory.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

PaveConnect has no present or past litigation, bankruptcy or reorganization.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

None of the above

L. Describe any debarment or suspension actions taken against supplier

None

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

PaveConnect specializes in all things asphalt & concrete. We offer the best in all pavement services nationwide. Our services include, but are not limited to:

- **Asphalt Paving:** From milling and resurfacing to simple overlays and complete parking lot construction as well as other custom projects, we provide durable well-designed asphalt services every time.
- **Concrete:** All phases of concrete repair including curbs, drives, sidewalks, valley gutters, dumpster pads, catch basin collars and aprons, concrete paving, decorative and stamped concrete to keep pedestrians safe. We also specialize in the ever-changing ADA compliance requirements and upgrades which is a must for every property owner/manager.
- **Sealcoating:** Pavement sealants provide crucial protection from water and the sun, slowing deterioration and protecting the integrity and appearance of one of your biggest assets, your pavement.
- **Asphalt Repair:** We offer a range of asphalt repair solutions, from patching individual potholes to replacing larger areas. Asphalt is also 100% recyclable!
- **Crack Sealing:** Cracks threaten the overall strength of your pavement allowing water to penetrate your pavement leading to the compromising of your parking lots heart and soul – the base and sub-base. Crack sealing will also preserve the pavement around the crack, which will ultimately extend the pavement's life.
- **Pavement Markings:** For safety and improved vehicular and pedestrian flow, or just a fresh new look, we offer a multitude of options to make your facility look like new and bring you into compliance with all the new specifications.
- **Speed Bumps & Signs:** Make sure your parking lot isn't just durable, but also safe and ready for people to drive, park, and walk safely every day.
- **Project Management and Asset Management:** We have a team of professionals to handle your project schedules and manage your budget for all of the properties in your portfolio.
- **StreetBond Coatings:** Protect and preserve, extend pavement life while transforming your parking lot with a range of colors and patterns for safe movement or a more welcoming feel. Cools and beautifies, and provides a skid-resistant and durable surface.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Please refer to 3.1 response I, which refers to our process of sales & service, along with response C, which includes all the locations that will be used to distribute services nationwide.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Please refer to 3.1 response C.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Please refer to 3.1 response C.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

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

PAVECONNECT MARKETING and COMMUNICATIONS PLAN FOR OMNIA Partners, Public Sector (OMNIA PARTNERS)

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

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

The PaveConnect Team is spread out across the country and will implement this marketing strategy, outlined below, in each of their respective areas. The most-effective marketing that we will perform is presenting this cooperative solution to prospects in local areas by Regional Account Managers and local Member Contractor's sales departments.

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

Name	Title	Assignment for RFP	Region
David Workman	CEO	Sales/Marketing	PaveConnect HQ
Wade Crosswhite	President	Sales/Marketing	PaveConnect HQ
Eric Harrison	Vice President of Technical Services	Sales/Marketing/Technical	PaveConnect HQ
Jeremy Hill	Vice President of Operations	Contract/Compliance Manager	PaveConnect HQ
Wayne Gwaltney	Vice President of Sales	Sales/Marketing	PaveConnect HQ
Rachel Mooney	Procurement Manager	Contract/Compliance Manager	PaveConnect HQ
Gina Nutt	Director of Operations	Sales/Marketing	PaveConnect HQ
Ken Beck	Director of Business Development	Sales/Marketing	PaveConnect HQ
Kris Costas	Regional Account Manager	Sales/Marketing	Mid-Atlantic Region
Cory Johnson	Regional Account Manager	Sales/Marketing	Arkansas Region
Mark Matoska	Regional Account Manager	Sales/Marketing	Texas Region
Michael Moore	Regional Account Manager	Sales/Marketing	Southeastern US
Eric Pickert	Regional Account Manager	Sales/Marketing	Western US
David Huval	Marketing Manager	Marketing	PaveConnect HQ

EXECUTIVE SUMMARY

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

PaveConnect's Integrated Marketing Communications Plan Includes:

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

AWARENESS: INTERNAL AND EXTERNAL COMMUNICATION STRATEGY

Creating awareness begins with the PaveConnect brand campaign, which will be launched after award of contract within 30 days to promote our extensive repairs for roofing and other value-added capabilities. Our focus is to build awareness of PaveConnect and OMNIA Partners, promoted to all audiences across all marketing initiatives including public relations press releases, internal communications / training, electronic marketing, website, social media, targeted advertising, direct marketing, co-branded collateral and numerous communication vehicles.

Awareness: Public Relations

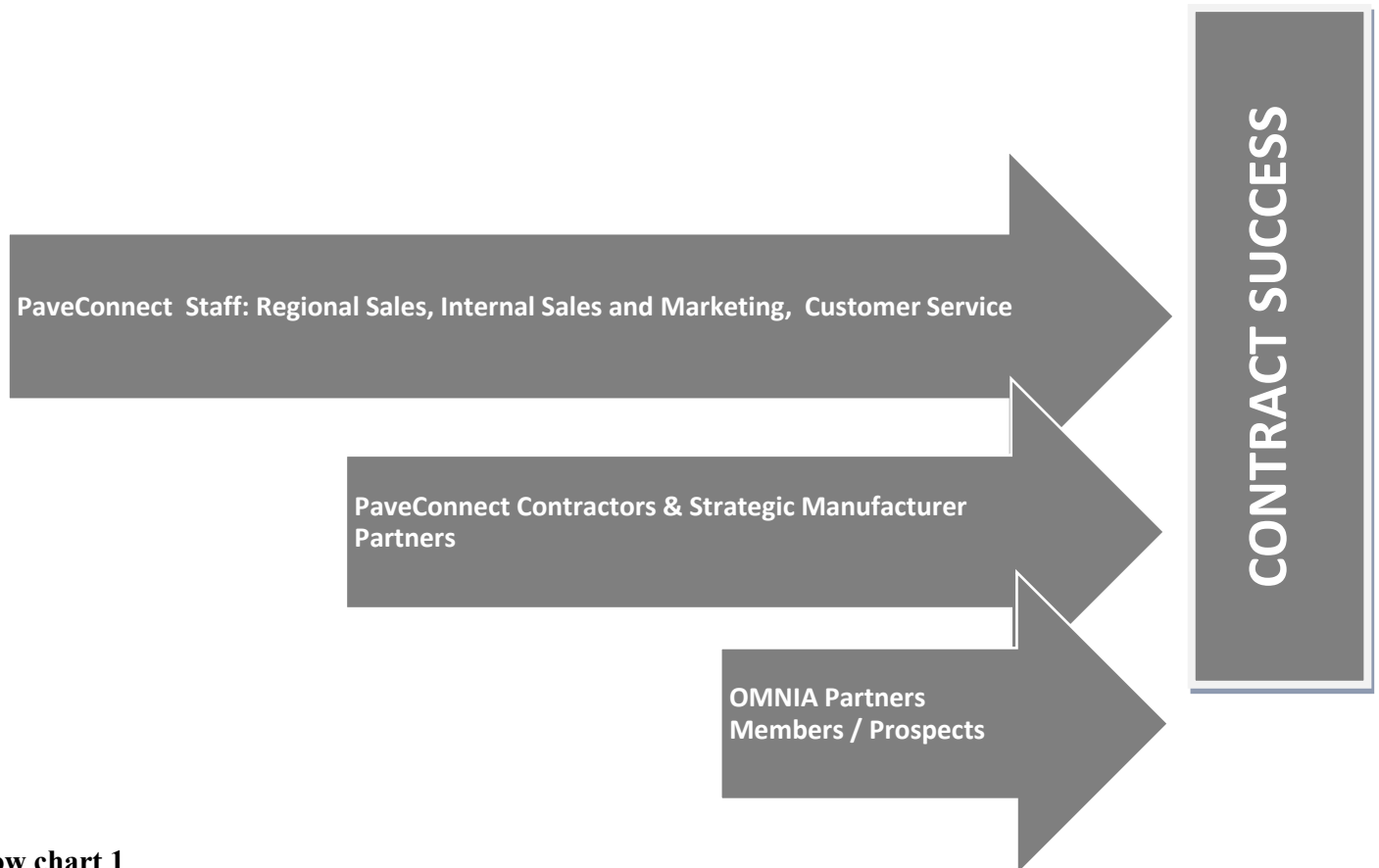
State and local media will be reached with press releases. After the initial contract announcement is made, an on-going campaign will be designed around OMNIA Partners success stories illustrating how customers have benefited from procuring their roofing projects via the OMNIA Partners Contract and PaveConnect.

Awareness: Internal Communications / Training

The continued training of the PaveConnect sales and marketing team is critical for the continued growth of this contract. Consequently, successes will come from educating and motivating all sales and marketing personnel to promote the contract. To this end, we plan on the following steps:

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

Awareness: Internal Communications / Training



Flow chart 1

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

Awareness: Current Customers Presentations

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

Awareness: Electronic Marketing

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

Awareness: Website

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

Awareness: Social Media Messages, LinkedIn

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

Screen Shot of
RoofConnect LinkedIn
Profile Page
www.linkedin.com/company/paveconnect

PavConnect
Construction · Sheridan, Arkansas · 70 followers
National Paving Services

[+ Follow](#) [Visit website](#)

Analytics
Last 30 day activity

51	Unique visitors	▲ 121%
29	New followers	▲ 141%
2.7K	Post impressions	▲ 122%
13	Custom button clicks	▲ 550%

Start a post

Updates
Filter by: Page updates

Posted by David Huval · 2/11/2020 · Sponsor now

PavConnect
70 followers · 1h ·

PavConnect is Your Parking Lot Repairs Solution!
PavConnect specializes in all things Asphalt & Concrete. We offer the best in all Pavement Services Nationwide. With one call to 877 942 5613, 24/7/365 ...see more

Need a Better Solution For Your Parking Lot Repairs?

Like Comment

Be the first to comment on this

Organic impressions: 18 Impressions [Show stats](#)

Invite Connections To Follow

- Wade Crosswhite
Vice President at RoofConnect [Invite](#)
- Cory Johnson
Regional Account Manager RoofConnect [Invite](#)
- Eric Harrison
Vice President Technical Services at RoofConnect [Invite](#)

[Invite more connections](#)

Community Hashtags

- #parkinglots 1.44 followers
- #asphaltpaving 25.1 followers
- #paving 942 followers


See what people are saying about PavConnect

Featured Groups

Feature the Groups you're involved in

[Add a LinkedIn Group](#)


Awareness: Social Media Messages, Facebook



PaveConnect
NATIONAL PAVING SERVICES
www.paveconnect.com

PaveConnect
@PC.PaveConnect

- Home
- Services
- Reviews
- Shop
- Offers
- Photos
- Videos
- Posts
- Events
- About
- Community
- Jobs



PaveConnect
NATIONAL PAVING SERVICES

Like Following Share

Create Live Event Offer

Create Post


Write a post...

Photo/Video Get Messages Feeling/Activ...

PaveConnect
Published by David Huvall · 1 hr

PaveConnect is Your Parking Lot Repairs Solution!
PaveConnect specializes in all things Asphalt & Concrete. We offer the best in all Pavement Services Nationwide. With one call to 877-942-5613, 24/7/365 – your parking lot needs are handled by a local partner. No other aspect of your facility is exposed to daily abuse and the need for safety your parking lot faces. You can rely on the professionals at PaveConnect to take care of all your parking lot needs!

Need a Better Solution For Your Parking Lot Repairs?



17 People Reached 0 Engagements

Like Comment Share

PaveConnect
Published by David Huvall · February 5 at 10:18 AM

—AND—
THE WINNER
is...

Awareness: Advertising

State, Local and Association Advertising

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

Advertising vehicles:

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

Awareness: Direct Marketing

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

Awareness: Associations and School Boards

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

Awareness: Targeted Rollouts with Manufacturer Partners

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

CONSIDERATION – LEAD GENERATION AND DEVELOPMENT

Generating qualified leads to open new accounts is a program priority within awarded states. A calendar of trade shows/conferences and direct marketing promotions has been created to meet this objective.

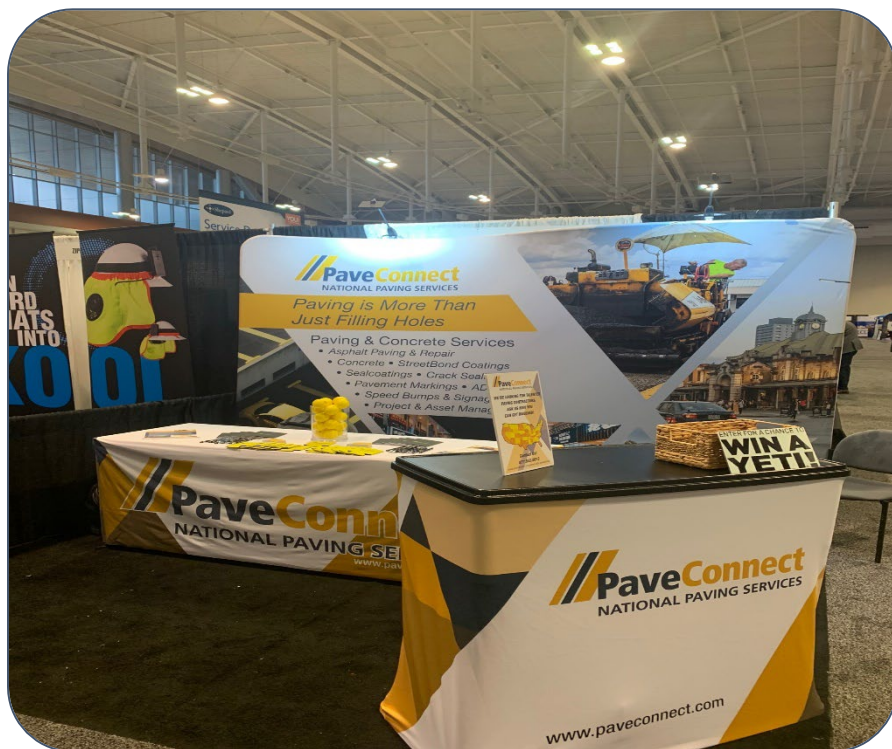
Consideration: Tradeshow

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

Consideration: Tradeshow

PaveConnect's participation in these and other national trade shows will also benefit OMNIA Partners. Once awarded, we will proudly display the OMNIA Partners logo as an approved vendor at all appropriate trade shows and industry functions.

PaveConnect is fully equipped to attend both large and small trade shows and with numerous booths available, coverage can be optimal. PaveConnect Booth is seen below:



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

Consideration: Direct Mail Marketing/Telemarketing

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

Consideration: Manufacturer Partner Opportunities

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

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

Consideration: Energy Efficiency Calculations using Sustainable / Green Products

PaveConnect's sustainable products include day-lighting, photovoltaic as well as reduced energy consumption due to the installation of white membranes. From running ROI studies to energy calculations, PaveConnect can work with the governmental agency or non-profit to help them reduce their overall cost of ownership and determine a payback period.

CREATE PREFERENCE

Once awareness is created within a target account, a combination of programs will be executed to move the prospect to a first purchase. Our objective is to reach prospects as many times as possible with a consistent message.

Create Preference: Sales Tools

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

Create Preference: Custom Literature

Custom literature will be created with the OMNIA Partners logo.

Create Preference: Value-add Marketing for OMNIA PARTNERS Members

Value-add Marketing: Customer Support

PaveConnect Customer Service

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

Advantages include:

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

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

Value-add Marketing: Training

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

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

They include and are not limited to the following:

- ADA Compliance
- StreetBond Asphalt Coatings

Value-add Marketing: PaveConnect Customized Online Portfolio Manager

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

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

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

Value-add Marketing: PaveConnect Asset Management Reporting

This fee-based service provides objective analysis to aid in the decision making of maintenance, repair and replacement expenditures so that parking lot life can be maximized, and overall life cycle costs can be lowered. Please refer to **Tab 5, Section Value-Add Products and Services** for complete details and pricing.

Upon enrollment, PaveConnect Asset Management program provides important financial guidance in making difficult repair versus replacement decisions. Our methodology provides customers the ability to compare the annual investment of a repair relative to the annual investment of new pavement, simplifying the decision and providing the information needed to reduce both ownership and operating costs. The end in mind of this program is to maximize the life of a roof by extending its life and therefore lowering its life cycle costs. By implementing a methodology of never replacing a roof prematurely, PaveConnect's Services assure maximizing your roofing investment.

- Each facility parking lot is evaluated section by section based on the condition of the deck, membrane, flashings and other pertinent criteria

Please refer to **Tab 5, Section Value-Add Products and Services** for complete details and pricing.

CLOSE SALE

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

Close Sale

Flow chart 2: PaveConnect's Quotation/Proposal Process

Step 1

- RFP for Paving Project with OMNIA Partners Member is received
- Sales Account Manager reviews and submits request to technical services department
- Project Manager outlines initial needs of OMNIA Partners Member

Step 2

- Project Manager will then determine RoofConnect contractor or multiple contractor's needed to provide proposal for OMNIA Partners Member

Step 3

- Project is created in RoofConnect Parking Lot Asset Management internal system for tracking purposes and status updates throughout entire proposal development cycle through job completion.

Step 4

- Email request sent to contractor(s) with the following:
- Referenced Project #
- Site location/address/on site contacts
- Specifications/details
- PaveConnect cost sheet will be issued to contractor's for internal submittal
- Due date established - standard 1 week

Step 5

- Cost sheet/scope of work received from contractor
- Review documents and cost sheets received from contractor - discuss as necessary
- Final PaveConnect Proposal formulated
- Proposal formulated per OMNIA Partners Contract terms

Step 6

- Submit Final Proposal and PaveConnect proposal to OMNIA Partners Member for review and acceptance

Step 7

- OMNIA Partners Member accepts proposal
- Job Start is scheduled

Manage Relationship

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

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

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

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

PaveConnect agrees to provide our logo to OMNIA Partners.

E. Confirm Supplier will be proactive in direct sales of Supplier’s goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier’s sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

PaveConnect agrees to comply. Please refer to Marketing Plan for details.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

PaveConnect agrees to comply. Please refer to Marketing Plan for details.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Please refer to Marketing Plan for details. Highest level executive in charge of the sales team is Wayne Gwaltney, VP of Sales. 205-919-9299.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Please refer to Marketing Plan for details.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Please refer to Marketing Plan for details.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

PaveConnect utilizes a completely customized version of Salesforce for all its information system needs. The ServiceConnect system has the ability to connect to Application Programming Interface (API) systems with our customers. The system will also provide a custom Client Portal that customers will have access to view spending details with PaveConnect, as well as, track the total cost of ownership of their assets.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$500,000.00 in year one

\$1,000,000.00 in year two

\$2,000,000.00 in year three

~~To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.~~

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

PaveConnect's strategy will be to respond with Master Agreement pricing.



Response to

Region 4 ESC RFP

For

Exterior Surfacing Products, Services, and Paving Solutions

Tab 4



Response to

Region 4 ESC RFP

For

Exterior Surfacing Products, Services, and Paving Solutions

Tab 5

Tab 5
Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

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


Roof & Building Envelope Consulting & Engineering Services

Aerial Infrared Roof Scans



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

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

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

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



AERIAL SCAN - HIGHLIGHTS & BENEFITS

<u>DIFFERENTIATORS</u>	<u>FEATURES</u>	<u>BENEFITS</u>
<ul style="list-style-type: none"> High Speed, High Resolution Imagers 25+ Years of Experience Highest Level Infrared Certifications Proprietary Analysis Process Detailed Reporting 	<ul style="list-style-type: none"> Nationwide Coverage Great for Large Roofs Excellent for Campuses Uniform Results Across Expansive Portfolios 	<ul style="list-style-type: none"> Saves Time & Money (Covers Area Quickly) Eliminates Guesswork Increases Safety (No Personnel on Roofs)

Extend Your Budget!

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

Spend Pennies & Save Dollars!

Large Portfolio Solutions

RAM USA's Programs Handle:

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



Keeping Water Out & Energy In

1680 Industrial Parkway South, Brunswick, OH 44212 • www.RAM-USA.com • 216.393.7663



Response to

Region 4 ESC RFP

For

Exterior Surfacing Products, Services, and Paving Solutions

Tab 6

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
- DOC #5 Felony Conviction Notification

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.)

2/1/22

Date



Authorized Signature & Title

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

PaveConnect Logistics, LLC

Contact



Signature

Jeremy Hill

Printed Name

VP of Operations

Position with Company

Address

44 Grant 65

Sheridan, AR 72150

**Official
Authorizing
Proposal**



Signature

Jeremy hill

Printed Name

VP of Operations

Position with Company

Phone

877-942-5613

Fax

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>

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, Jeremy Hill, as an authorized representative of

PaveConnect Logistics, LLC, 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

2/1/2022

Date

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states “A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

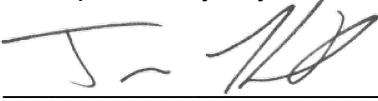
Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:

- a. Controlled substances; or
 - b. Property; or
4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Jeremy Hill, as an authorized representative of PaveConnect Logistics, LLC, the Offeror verify that:

A. My company **is not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:  Date: 2/1/22

B. My company **is owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s) : _____

Date: _____

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____