

Region 4 Education Service Center (ESC)

Contract # R200106

for

Job Order Contracting Services

with

RS Commercial Construction, LLC

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and **RS Commercial Construction, LLC**, effective May 1, 2020:

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

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 RS Commercial Construction, LLC
Address 17250 Dallas Parkway
City/State/Zip Dallas, TX 75248
Telephone No. 214-637-2005
Email Address markd@rscommercialconstruction.com
Printed Name Mark DeMattia
Title President
Authorized signature 


Accepted by Region 4 ESC:

Contract No. R200106

Initial Contract Term May 1, 2020 to April 30, 2022


Region 4 ESC Authorized Board Member
Margaret S. Bass
Print Name

4/28/2020
Date


Region 4 ESC Authorized Board Member
Carmen T. Moreno
Print Name

4/28/2020
Date



APPENDIX A

CONTRACT

This Contract ("Contract") is made as of May 1, 2020 by and between RS Commercial Construction, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Job Order Contracting Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R200106 for Job Order Contracting Services ("RFCSP"), 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 RFCSP 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 two (2) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for three (3) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFCSP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFCSP, 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. RFCSP 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

CONTRACT

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.



Response to:
Request for Proposal (RFP)
Region 4 Education Service Center ("ESC")
Job-Order-Contracting Services
Omnia Partners
Solicitation Number 20-01
Book 2

Submitted to:
Region 4 ESC Office
7145 West Tidwell Road
Houston, TX 77092

January 23, 2020 2:00pm

Respondent:
RS Commercial Construction, LLC
17250 Dallas Parkway Dallas, TX 75248
Dallas, TX 75248

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between RS Commercial Construction, LLC
("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of Job Ordering Contracting Services ("the
products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R⁰¹ _____ for _____
("RFCSP"), 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 RFCSP 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.

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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.

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Contract upon the Public Agency's registration with OMNIA Partners.

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canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to
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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
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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.
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- 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.

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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.

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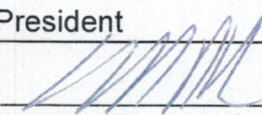
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- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation 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 RS Commercial Construction, LLC
Address 17250 Dallas Parkway
City/State/Zip Dallas, TX 75248
Telephone No. 214-637-2005
Email Address markd@rscommercialconstruction.com
Printed Name Mark DeMattia
Title President
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

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this 21 day of January 20 20, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and RS Commercial Construction, LLC ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Job Ordering Contracting Services (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY

WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

RS Commercial Construction, LLC
Attn: Mark DeMattia
17250 Dallas Parkway
Dallas, TX 75248

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be

deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

RS Commercial Construction, LLC



Signature

Mark DeMattia

Name

President

Title

1/21/2020

Date

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

Does offeror agree? YES MD Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES MD Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES MD Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does offeror agree? YES MD Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES MD Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES MD Initials of Authorized Representative of offeror

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

Offeror's Name: RS Commercial Construction, LLC

Address, City, State, and Zip Code: 17250 Dallas Parkway Dallas, TX 75248

Phone Number: 214-637-2005 Fax Number: _____

Printed Name and Title of Authorized Representative: Mark DeMattia, President

Email Address: markd@rscommercialconstruction.com

Signature of Authorized Representative:  Date: 1/21/2020

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

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

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

Company Name: RS Commercial Construction, LLC

Street: 17250 Dallas Parkway

City, State, Zip Code: Dallas, TX 75248

Complete as appropriate:

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

OR:

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

OR:

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

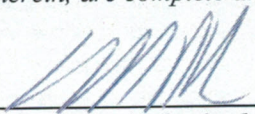
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Mark DeMattia	1720 Winding Creek Prosper, TX 75078	99%

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

1/21/2020

Date



President

Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: RS Commercial Construction, LLC

Street: 17250 Dallas Parkway

City, State, Zip Code: Dallas, TX 75248

State of Texas

County of Dallas

I, Mark DeMattia of the Dallas
Name City

in the County of Dallas, State of Texas
of full age, being duly sworn according to law on my oath depose and say that:

I am the President of the firm of RS Commercial Construction, LLC
Title Company Name

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

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

RS Commercial Construction, LLC
Company Name

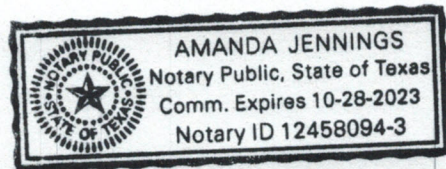
[Signature] President
Authorized Signature & Title

Subscribed and sworn before me

this 21st day of January, 20 20

[Signature]
Notary Public of Texas

My commission expires 10-28, 20 23



SEAL

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

Company Name: RS Commercial Construction, LLC
Street: 17250 Dallas Parkway
City, State, Zip Code: Dallas, TX 75248

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

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


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

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

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

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

1/21/2020
Date


President
Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: Mark DeMattia	Name:
Home Address: 1720 Winding Creek Prosper, TX 75078	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 21st day of January, 2020

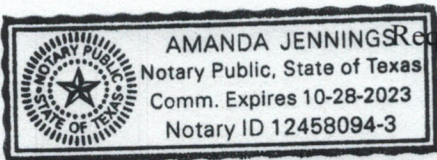
(Notary Public) Amanda Jennings

My Commission expires: 10-28-23

[Signature]
(Affiant)

Mark DeMattia, President
(Print name & title of affiant)

(Corporate Seal)



Certification of Non-Involvement in Prohibited Activities in Iran

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

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

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

Offerors should submit the above form completed with their proposal.

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

Quote Number: 20-01

Bidder/ Offeror: RS Commercial Construction, LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Mark DeMattia

Signature: 

Title: President

Date: 1/21/2020

DOC #7

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

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

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

RS Commercial Construction, LCC does not wish to offer products or services in New Jersey.

Tab 2 – Offeror’s Experience and Reputation

iv. Describe how offeror responds to emergency orders.

RSCC has a long history with understanding and responding to emergency orders, and the related customer service requirements. Upon receipt of an emergency order, RSCC will immediately dispatch personnel and required subcontractors to assess temporary repairs, as needed, and immediately begin preparation of RSCC repair proposal.

v. Describe offeror’s ability to meet service and warranty needs, if applicable.

At completion of the project and through the warranty period, RSCC will immediately correct any warranty items. We will be a resource and add value to owners as a continuing partner, even after the close of the project.

vi. Describe Offeror’s customer service/problem resolution process. Include hours of operations, number of services, etc.

Please reference the following Quality Assurance/Quality Control Program document for the RS Commercial Construction Customer Service/Problem Resolution process. The normal hours of operation are Monday through Friday, 8am to 6pm. Clients will be provided after hours contact information.

RS Commercial Construction, LLC

Quality Assurance/Quality Control Program Statement of Policy

It is the policy of this company to provide a solid QA/QC program within our organization to ensure the success of the project and the people involved in the construction. We do this for safety; savings in time and materials; superior product or outcome; owner satisfaction and reduced frustration. Each member our team is thoroughly familiar with all the provisions of the contract documents, including submittals, plans, specifications, revisions, changes, and amendments. The team consists of the Project Manager and Superintendent.

The PM has overall responsibility for the QA/QC program for their assigned projects, and through this role assures the owner that the quality requirements of the contract are satisfied. The on-site Superintendent is responsible for implementing and carrying out the QC program and controls the daily quality of the work, with full authority over the construction process. He serves as, or supervises, the on-site QC representative.

Before the start of construction the PM meets with the Superintendent/QC to review the contract documents to obtain the quality of construction designed, insure staffing is sufficient, and review testing requirements.

Prior to the start of any definable feature of work the QC meets with the respective Specialty Contractor/Supplier or craftsmen to review the plans, specifications, and approved submittals. At this meeting the quality of the work and testing requirements are established. The job hazard analysis (JHA) for this work item is also reviewed.

At the beginning of a definable feature of work the QC conducts a preliminary check of the work to determine if the craftsmen involved understand and are capable of accomplishing the work as specified. Safety, per the JHA is also checked at this time.

While the work is in progress the QC checks the work daily to ensure the controls established continue to provide work which conforms to the contract requirements. Work that does not is rejected. Rejected work is documented in a deficiency log for future reference. Once the deficiency is corrected the work is re-inspected and if acceptable removed from the deficiency log.

We are also working diligently to improve our QA/QC program by continual review of our processes.

BY:



Mark DeMattia, President

vii. Describe offeror's invoicing process. Include payment terms and acceptable forms of payment.

For long term projects, payment applications are submitted monthly based on percentage of completion. For projects lasting less than 30 days, invoice is submitted to the client upon acceptance. Payments terms are net 30 days and may be made by check or ACH/EFT.

viii. Describe offeror's contract implementation/customer transition plan.

Please reference the following Marketing Strategy document.

Marketing Strategy

Upon award, RSCC will dedicate sales/marketing efforts exclusively focused on strategically selected Texas, Oklahoma, Louisiana, Arkansas, Kansas, Colorado and New Mexico with a multi-pronged campaign that includes social media, field sales and web based strategies.

90 Day Marketing Plan

Initial award day launch plans include both scheduled press releases through all media outlets and a comprehensive digital delivered announcement to all organizational customers / current prospects. Using all social media tools, RSCC will deploy a three part phased award announcement plan that highlights the ongoing messaging of upcoming events, training sessions and projects. In addition, the scope of this campaign overall will provide continuous award promotion integrated with a reinforcing value-add message, presentations and awareness training events. The campaign will also feature an extensive field based plan with sales staff holding in-person appointments with existing relationships as well as a focused blitz to newly established targets. RSCC will also develop co-branded hardcopy collateral promoting the award, OMNIA PARTNERS value propositions and organizational differentiators. This material will come in the form of summarized post-cards, brochures and custom marketing pieces showcasing in-depth the partnership of OMNIA PARTNERS, participating Regions and RSSS. The RSCC website plans will include creating as splash page award announcement launching award details, logos of the participating entities with links to individual sites as well as awareness training events.

RSCC will develop an award specific message that includes a tag-line incorporating three direct intangible differentiators to best position the award and deliverable benefits of the partnership for all entities. This tag-line / differentiators will be part of all OMNIA PARTNERS targeted campaign materials / presentations. RSCC will also hold awareness training events and social gatherings to promote new award and benefits of the partnerships.

RSCC will evaluate the OMNIA PARTNERS utilization level of current customer's base into low-mid-high range categories and strategically create a specific plan to expand usage within the low / mid-range customers and also to ensure continued usage of high rated current customers.

Phase One: Award Launch 30 Day

Press Release

Social Media Announcement Part One

Website Splash Page

Email Campaign: Initial Award Message

Direct Mail Post Card: Targeted Current Customers

Host Award Social Gather Event with High Value Existing Customers

Phase Two: Initial Introduction 60 day

Website: Permanent Award Page

Dedicated Partnership Benefits website pages that include links to OMNIA PARTNERS Regions

Email Campaign: Award Value Propositions

Direct Mail Post Card: Targeted Prospective Customers

Field Sales Appointments

Establish Dates for Value Add Training Seminars

Award Partnerships Presentations

Social Media Announcement Part Two

Phase Three: Ongoing Promotion and Reinforcement 90 day

Website: Renewed Splash Reminder

Dedicated Partnership Education of Values / Benefits Page with links to OMNIA PARTNERS

Regions

Social Media Announcement Part Three

Email Campaign: Education / Benefits Focus

Field Sales Appointments

Hold Education Value Add Training Seminars / Presentations

Marketing Premium Gifts with Co Brand Logos

ix. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describes the website's capabilities and functionality.

The RS Commercial Construction website (www.rscommercialconstruction.com) is for informational purposes regarding our services, our team and project history. The website contains contact information and office location.

x. Describe the offeror's safety record.

RSCC is very vigilant with respect to safety on our job sites. We have never had a job site accident, and our superintendents all have OSHA certifications. In addition, our ERM rating is .85.

xi. Indicate whether the Offeror has ever been disbarred.

RS Commercial Construction has never been disbarred.

xii. Provide a brief history of the Offeror, including year it was established and corporate office location.

RS Commercial Construction, LLC ("RSCC") is headquartered in Dallas, Texas area, and has been proudly serving municipal, K-12, education and commercial owners for many years. Our full-service Commercial Construction team can offer a diverse range of services for buildings of any size. We are experienced with Job Order Contracting ("JOC"), through our team of estimators, superintendents and project managers. RSCC is fully insured, and able to provide payment and performance bonds. RSCC and its affiliates have been offering JOC services since 2010.

xiii. Describe the offeror's reputation in the marketplace.

RS Commercial Construction (RSCC) has a very good reputation in the marketplace, because of their proven and successfully history of completing over 300 JOC projects for a total of \$30M dollars. The marketplace RSCC operates in consists of among others, K-12, higher educational, and municipal clients and the primary indicator and ultimate fact that speaks to our good reputation, is the amount of repeat business we get from existing clients. Clients speak by who they choose to do their projects, and RSCC is chosen time and again by clients who have worked with us in the past.

In addition, RSCC has the reputation in the marketplace of providing a very high level of service. RSCC is innovative in the use of techniques such as Job Order Contracting (JOC) and is considered an expert in that approach to saving clients time and money on their projects. RSCC works closely with clients and subcontractors to meet or exceed the client's needs and expectations for communication, financial, scheduling, and quality performance of projects. Each employee of RSCC conducts themselves in a manner consistent with the highest level of personal character, truthfulness and trustworthiness. RSCC is known to communicate effectively, timely, and thoroughly with clients about issues, concerns, schedules, and solutions in an open and transparent manner.

xiv. Describe the reputation and services in the marketplace.

RSCC's service has an excellent reputation in the marketplace. The marketplace RSCC operates in consists of among others, K-12, higher educational, and municipal clients. The repeat business we get from existing clients speaks to reputation and is the main indicator of our performance. Clients speak by their assignment of projects, and RSCC is chosen time and again by clients who have worked with us in the past.

RSCC has the reputation in the marketplace of providing innovative, transparent, ethical, and high quality service. RSCC is innovative in the use of techniques such as Job Order Contracting (JOC) and is considered an expert in that approach to saving clients time and money on their projects. RSCC works closely with clients and subcontractors to meet or exceed the client's needs and expectations for financial, scheduling, and quality performance of projects. Each employee of RSCC conducts themselves in a manner consistent with the highest level of personal character, truthfulness and trustworthiness. RSCC is known for communicating effectively, timely, and thoroughly with clients about issues, concerns, schedules, and solutions in an open and transparent manner.

Lastly, RSCC has no pre-priced items, minimal warranty calls, no contracts terminated and change orders representing less than 1% of total contracts completed.

xv. Indicate any proposed subcontractors, their description of work, and an estimate of the contract amount that would go to each proposed subcontractor (estimated should be expressed as percentage).

This item is to be determined. Since this is an IDIQ-type contract with no specific scope of work at this time, it is impossible to know what subcontractors in what states will be used and how much work they will be given.

RSCC has a significant database of subcontractors, and we work hard to develop long term relationships with proven subcontractors. Our proven subcontractors include MEP, roofing, flooring and division 9 firms. We allocate work as needed between our subs, and we are careful to manage their work capabilities and staffing capacity.

xvi. Provide 5 successfully completed contracts or job orders performed within the last five years performing job order contracting services.

All below listed projects are performed for Public Entities.

1) Project # 1 - Fire Alarm Replacement

Entity Performing Contract	RS Commercial Construction (prime contractor) Siemens Industry (subcontractor) Primera PSG, LLC (subcontractor) Integrus Electric (subcontractor)
Contract Performed Under	Work order performed under JOC Resolution 16-1093 (start August 2016 end December 2018)
Primary Customer Contact Name	Ghassan Aswad
Contact Title	Project Manager
Contact Phone and Email	(214) 671-6821 ghassan.aswad@dallascityhall.com
Project Location	Dallas, Texas
Description of Services	Provide and install new fire safety equipment
Start and End Date of Project	3/21/2018 to 8/2/2019
Contract Price	\$226,086.55
Key Employees	Amanda Ruhl, Bill Welch and Mark DeMattia
Safety Issues	None
Change Orders	None

2) Project # 2 – Roof Replacement

Entity Performing Contract	RS Commercial Construction (prime contractor) Compass Roofing and Construction (subcontractor) Restoration Vale, LLC (subcontractor) A-Star Heating and Air (subcontractor)
Contract Performed Under	Work order performed under JOC Resolution 19-0074 (start January 2019 end ongoing)
Primary Customer Contact Name	Ghassan Aswad
Contact Title	Project Manager
Contact Phone and Email	(214) 671-6821 ghassan.aswad@dallascityhall.com
Project Location	Dallas, Texas
Description of Services	TPO Overlay Roof Replacement
Start and End Date of Project	3/18/2019 to 5/29/2019
Contract Price	\$211,263.64
Key Employees	Amanda Ruhl, Bill Welch and Mark DeMattia
Safety Issues	None
Change Orders	\$1,900.11

3) Project # 3 - Gas Line Improvements

Entity Performing Contract	RS Commercial Construction (prime contractor) A-Star Plumbing Heating and Air (subcontractor)
Contract Performed Under	Work order performed under JOC Resolution 18-1600 (start November 2018 end ongoing)
Primary Customer Contact Name	Terrence Hamilton
Contact Title	Project Manager
Contact Phone and Email	214 671-2010 terrence.hamilton@dallascityhall.com
Project Location	Dallas, Texas
Description of Services	Convention center gas line improvements
Start and End Date of Project	1/25/2019 to 3/6/2019
Contract Price	\$372,768.03
Key Employees	Amanda Ruhl, Bill Welch and Mark DeMattia
Safety Issues	None
Change Orders	\$6,502.33

4) Project # 4 – Kitchen Plumbing Repairs

Entity Performing Contract	RS Commercial Construction (prime contractor) A-Star Plumbing Heating and Air (subcontractor)
Contract Performed Under	Work order performed under JOC Resolution 19-1228 (start August 2019 end ongoing)
Primary Customer Contact Name	Stephen Thompson
Contact Title	Facilities Manager II
Contact Phone and Email	214-939-2822 stephen.thompson@dallascityhall.com
Project Location	Dallas, Texas
Description of Services	Repair cross connection of drain lines under subfloor
Start and End Date of Project	11/26/2019 – 12/17/2019
Contract Price	\$69,936.58
Key Employees	Amanda Ruhl, Bill Welch and Mark DeMattia
Safety Issues	None
Change Orders	None

5) Project # 5 – Fire Wall Assessment

Entity Performing Contract	RS Commercial Construction (prime contractor) Reed Fire Protection(subcontractor) Commercial Fireproofing and Insulation (subcontractor) Performance Contracting, Inc (subcontractor)
Contract Performed Under	Work order performed under Buyboard Contract 464-14 (Start 2014 End 2018)
Primary Customer Contact Name	Don Strickland
Contact Title	Director, Construction Services
Contact Phone and Email	(940) 898-3156 dstrickland@twu.edu
Project Location	Denton, Texas
Description of Services	Conduct fire wall assessment
Start and End Date of Project	1/11/2018 – 7/30/2019
Contract Price	\$227,049.00
Key Employees	Bill Welch and Mark DeMattia
Safety Issues	None
Change Orders	None

Tab 2 – Offeror’s Experience and Reputation

b. References

Randy Salsman
University of North Texas
Randy.Salsman@unt.edu
940-465-7402

Don Strickland
Texas Women’s University
dstrickland@twu.edu
940- 465-4342

Bo Spinks
City of Dallas
bo@boardwalklimes.com
310-486-4463

Tab 2: Offeror's Experience and Reputation

i. Detailed Response to Appendix E, Exhibit A

3.1 Company

A. Brief History and Description of Supplier

RS Commercial Construction, LLC ("RSCC") is headquartered in Dallas, Texas area, and has been proudly serving municipal, K-12, education and commercial owners for many years. Our full-service Commercial Construction team can offer a diverse range of services for buildings of any size. We are experienced with Job Order Contracting ("JOC"), and we can competitively price public projects through our team of estimators, superintendents and project managers. RSCC is fully insured, and able to provide payment and performance bonds.

B. Total number and location of sales person employed by Supplier.

We have 3 people to coordinate sales and business development. We are located at 17250 Dallas Parkway, Dallas, TX 75248

C. Number and location of support centers (if applicable) and location of corporate office.

The entirety of the RS Commercial Construction team is located at the Corporate Headquarters (17250 Dallas Parkway Dallas, TX 75248)

D. Annual Sales for the 3 previous fiscal years

RSCC has completed over \$30M in JOC projects over the last 10 years.

E. Submit FEIN and Dunn & Bradstreet Report.

The FEIN for RS Commercial Construction, LLC is 81-5259358. RS Commercial Construction does not possess a Dunn & Bradstreet account.

F. Describe any green and environmental initiatives or policies.

Please see the RS Commercial Construction Environmental policy following this page.



ENVIRONMENTAL POLICY

INTRODUCTION

The earth's environment is under severe stress from uncontrolled human activity, threatening the survival of our society and the performance of RSCC Commercial Construction's mission.

RSCC Commercial Construction accepts that it must work to preserve the environmental sustainability of the planet, at all levels of its operations – in its own practice, as a participant in a community of practice.

RSCC Commercial Construction aspires to minimize its impact on our environment and maximize the effective use of resources. We strive to achieve this by increasing communication and awareness of our efforts in accordance with this policy and fostering responsible environmental behavior amongst staff, volunteers, and users at all levels.

RSCC Commercial Construction is committed not only to complying with applicable law in all of its operations but to minimize risks and impacts through the development of robust and documented systems to implement, measure, monitor, and disseminate excellent environmental performance both within its operations and to the broader community.

PURPOSE

This Environmental Sustainability Policy aims to integrate a philosophy of sustainable development into all the organization's activities and to establish and promote sound environmental practice in our operations.

POLICY

RSCC Commercial Construction commits itself to minimizing its impact on our environment through

- Providing a safe and healthful workplace;
- Having an environmentally sustainable aware culture, where responsibility is assigned and understood;
- Being an environmentally responsible neighbor in our community;
- Conserving natural resources by reusing and recycling;
- Using, in our own operations, processes that do not adversely affect the environment;
- Ensuring the responsible use of energy throughout the organization;
- Participating in efforts to improve environmental protection and understanding;
- Taking steps to improve environmental performance continually;
- Conducting rigorous audits, evaluations, and self-assessments of the implementation of this policy;
- Working with suppliers who promote sound environmental practices; and
- Enhancing awareness among our employees, volunteers, and users – educating and motivating them to act in an environmentally responsible manner.

AUTHORIZATION

Bill Welch
Safety Manager
RSCC Commercial Construction

RESPONSIBILITIES

It shall be the responsibility of the Safety Manager to establish and maintain policies and procedures and to bring these procedures into effect.

It shall be the responsibility of the CEO to ensure implementation of these policies and procedures.

Procedures

1. RSCC Commercial Construction will develop guidelines for staff, subcontractors and users to adopt sound environmental work practices, and adequate training will be provided to ensure these practices are carried out.
2. RSCC Commercial Construction will act responsibly to correct incidents or conditions that endanger health, safety, or the environment. It will promptly report any such incidents to the relevant authorities, and inform affected parties as appropriate.
3. RSCC Commercial Construction will, use reasonable endeavors to , reuse and recycle materials, purchase recycled materials, and use recyclable packaging and other materials.
4. RSCC Commercial Construction will use all reasonable endeavors to that its services and products are safe, efficient in their use of energy, protective of the environment, and able to be reused, recycled or disposed of safely.
5. RSCC Commercial Construction will use all reasonable endeavors to minimize materials and energy use, prevent air, water, and other pollution, and dispose of waste safely and responsibly.
6. RSCC Commercial Construction will use all reasonable endeavors to conserve energy by improving energy efficiency and giving preference to renewable over non-renewable energy sources when feasible.
7. RSCC Commercial Construction will, use reasonable endeavors to, utilize its particular knowledge and experience to contribute to environmentally sustainable techniques, technology, knowledge and methods.
8. RSCC Commercial Construction will use all reasonable endeavors to contribute to the maintenance and increase of biodiversity through its management of projects.
9. RSCC Commercial Construction will use all reasonable endeavors to meet or exceed all applicable government requirements and voluntary requirements generally observed in its field, and will, in addition, adhere to the more stringent requirements of its own environmental policy.
10. In order to continually improve its environmental management system RSCC Commercial Construction will use reasonable endeavors to conduct audits and self-assessments of its compliance with this policy..
11. RSCC Commercial Construction will maintain an open and honest dialogue with staff, and the public about the environmental, health and safety performance of its operations and services.
12. RSCC Commercial Construction will use reasonable endeavors to ensure that every employee, volunteer and contractor is informed of and expected to follow this policy and to report any environmental, health, or safety concern to management so that prompt action may be taken.

AUTHORIZATION

Bill Welch
Safety Manager
RSCC Commercial Construction

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

RS Commercial Construction places priority on utilizing subcontractors that are Highly Underutilized Business (HUB) certified or M/WBE certified. Pricing does not change when these subcontractors are used.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency.

RS Commercial Construction does not hold any historically underutilized business certifications.

I. Describe how supplier differentiates itself from its' competitors.

RSCC does not pursue CSP, CMR or other design build projects. We are a dedicated, full time JOC contractor. That is all we do, 365 days/year.

Experienced, certified and responsive management and supervision are the qualifications to look for when choosing a company to restore your property. RSCC strives to select the best managers and supervisors in the industry and create the innovations necessary for high quality performance. Customer communication is vital to any successful business. Each member of the RSCC team knows the importance of communicating with the customer, whether in writing, by phone, fax, e-mail, voice mail or on-site meetings to discuss all aspects of the project. Our team is focused in delivering "Service Excellence" to our customers. **Additionally, please see following "The RSCC Difference" page.**

The RS Commercial Construction

“Difference”



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

RS Commercial Construction has not had any litigation, bankruptcy, or reorganization (present or past).

K. Felony Conviction Notice

RS Commercial Construction is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier.

There have been no debarment or suspension actions taken against RS Commercial Construction.

3.2 Distribution Logistics

A. Describe the full line of products and services offered by supplier.

Please reference the following Cover Letter, Presentation of Qualifications and Five Year Project History that follows this page.



January 21, 2020

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Re: RFP 20-01 Region 4 Education Service Center Job Order Contracting

Dear Region 4 Education Service Center:

RS Commercial Construction ("RSCC") is pleased to present our response to RFP 20-01 Region 4 Education Service Center Job Order Contracting.

We are confident that our firm will be a successful vendor/supplier to Region 4 ESC simply because we have already proven our ability to successfully complete job order contract projects, as follows:

EXPERIENCE & COMPLETED JOC PROJECTS

- RSCC (and through its affiliates) have previously completed nearly 100 individual job order contract projects worth approximately \$8,000,000 through TCPN.
- Overall, RSCC has successfully completed over 300 individual job order contract projects worth approximately \$30M

CHANGE ORDERS/WARRANTY WORK

- Over the years, we have only required change orders on 1% of our work
- We have virtually no warranty issues on our projects, as we do the work right, the first time.

RSCC TEAM

RSCC has an outstanding and experienced team of professionals, as well as diverse subcontractors that understand the goals and objectives of our clients. Our people are "cross trained" in all areas of our work, and we are therefore able to adapt to almost any client need, any size job and within almost any time frame. Our team has learned how to excel at these kinds of challenging projects. Our team listens to clients well, understands the procurement process, and does an outstanding job of project documentation. In short, RSCC "gets it" with respect to JOC work.

The RSCC team is very proud of our work, and we are very happy to assist Region 4 ESC to provide JOC services. Here is a partial list of our successful work history:

- Fire station kitchen renovations
- Abatement work in high rise student dormitory
- Water line installations at high school facility
- Convention Center Gas Line Improvements
- New roof installations
- Symphony Center – Seat Renovation Project
- Historical Theatre Renovation and Fire Alarm Upgrade
- Recreation Center Roof Replacement
- Cooling Tower Replacement



- Transfer Station Exhaust Fan Replacement
- Boiler Replacement
- Generator Replacement
- Municipal Court House Vault Replacement
- 911 Call Center Renovation
- Electrical panel upgrades
- Flooring replacements
- Fire wall assessment and repairs
- Cultural center and library storefronts

Please see the enclosed "Presentation of Qualifications", as well as the RSCC Project History for additional information.

REGIONAL RESPONSE

Please see the enclosed information which provides for RSCC to complete JOC work not only in Texas, but also in Oklahoma, Louisiana, Arkansas, Kansas, Colorado and New Mexico.

FINANCIAL STRENGTH & PROVEN SAFETY RECORD

RSCC has no debt and strong financial statements, and therefore we are able to obtain high levels of bonding capacity. As owner, I can confirm we operate our firm in a prudent and fiscally responsible manner, and we have substantial liquid resources and working capital to allow us the flexibility of completing multiple jobs simultaneously. We have attached a letter of reference from First United Bank, our primary operating bank, and encourage you to call the bank to confirm our financial integrity. In addition, RSCC is very vigilant with respect to safety on our job sites. We have never had a job site accident, and our superintendents all have OSHA certifications. In addition, our ERM rating is .85.

We are excited to work with Omnia and Region 4 ESC, as we believe we have the depth, breadth and resources to complete work pursuant to RFP 20-01. We appreciate your careful consideration of the information we have provided.

Please feel free to contact me at any time with any questions or clarifications at 214-637-2205.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark A. DeMattia', is written over a light blue horizontal line.

Mark A. DeMattia
President

Presentation of Qualifications

**OMNIA Partners (Region 4 Education Service
Center) # 20-01
Job Order Contracting Services**



Presented by:

Mark A. DeMattia

President & CEO

RS Commercial Construction, LLC
(214) 637-2205 tel (214) 868-6275 cell

markd@rscommercialconstruction.com

www.rscommercialconstruction.com

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Company Profile

RS Commercial Construction, LLC

RS Commercial Construction, LLC ("RSCC") is headquartered in Dallas, Texas area, and has been proudly serving municipal, K-12, education and commercial owners for many years. Our full-service Commercial Construction team can offer a diverse range of services for buildings of any size. We are experienced with Job Order Contracting ("JOC"), and we can competitively price public projects through our team of estimators, superintendents and project managers. RSCC is fully insured, and able to provide payment and performance bonds.

RSCC is a proud member of the Texas Chapter of the Center for JOC Excellence and the Job Order Contracting Association.



Job Order Contract

RS COMMERCIAL CONSTRUCTION has been awarded a several JOC contracts over the years. **To date, we have completed nearly \$30M of JOC projects through the successful completion of nearly over 100 individual and distinct projects.**

The RSCC team is very proud of our JOC work, as are very happy to help those who help others, such as our work on several school facilities, fire stations, police facilities, municipal courts and the sanitation department. In addition, here is a partial list of projects recently completed by RSCC:

- Convention Center Dallas Gas Line Improvements: RSCC upgraded existing gas lines and added new services locations. This work was successfully completed in a short period of time and was coordinated around a very challenging work schedule.
- Symphony Center Seat Renovation Project: this project required a creative and problem-solving approach, to address repairs in a world class facility. Our team worked closely with our client to successfully complete this high visibility project.
- Historical Theatre Renovation / Fire Alarm: this project required intense planning and logistical support to complete a renovation of the theater and a simultaneous upgrade of the fire alarm system, while working around the production schedule of an operating, and historical, theatre.
- Recreation Center Roof Replacement: RSCC is very proud to have worked closely with our client to find a "value add" solution, which ultimately saved the client nearly \$70,000 and minimized disruption to the facility. We are also proud to have been able to successfully deliver the completion of this project ahead of schedule!

Other examples of the diversity of the work completed by RSCC include:

- Cooling Tower Replacement
- Transfer Station Exhaust Fan Replacement
- Boiler Replacement
- Generator Replacement
- Municipal Court House Vault Replacement
- 911 Call Center Renovation

RSCC is proud member of the Texas Chapter of the Center for JOC Excellence and the Job Order Contracting Association.

RS COMMERCIAL CONSTRUCTION

We're building quality from the ground up!

From repairs to complete renovations...we are building quality. Our Commercial Construction team understands commercial owners, facilities, purchasing and procurement departments, and we have developed successful partnering relationships to provide added value to these clients.

JOC, Abatement, RFP & Public Projects

The RS Commercial Construction Team consists of estimators, superintendents, administrators and project managers who are committed to provide the following:

- ✓ **Competitive Prices**
- ✓ **Professional Grade Customer Service**
- ✓ **Open, Honest & Prompt Communication**
- ✓ **Focused Management**
- ✓ **Innovative Problem Solving**



We offer:

Pre-Inspections, Site Visits, and Scope Validation: Our Estimator and Construction Superintendent will meet with the Owner's Representative for a joint walk of the property to ensure completeness and accuracy of the proposed scope of work.

Schedule, Staging and Logistics: The RSCC Estimator and Construction Superintendent will meet with the Owners Representative to confirm all pre-construction issues and value-engineering cost saving opportunities. A construction schedule will be prepared and updated frequently to monitor progress.

Construction Implementation: Pre-construction orientations will be held for all RSCC personnel and subcontractors in order to fully inform each associated individual with our safety and security procedures for on-site working conditions. Taking into account the complexity of the work scope, RSCC may provide a full-time, dedicated Superintendent to be on site at all times during normal working hours.

Daily Work Procedures & Policies: The RSCC Construction Superintendent begins each day at the job site by conducting a deployment meeting with all scheduled on-site vendors and subcontractors, to set daily goals. Topics covered include the review of materials on-hand and future material needs, prior day issues and items to be corrected/completed, review of safety procedures specific to the job site, and compliance with RSCC policies. During each day, the RSCC Construction Superintendent addresses quality control issues and inspects the site work to avoid time delays, material delays, and subcontractor errors in task assignments. This again assures that communication continues during the day, working toward the end-of-day goals.

Weekly Construction Progress Meetings: The RSCC Team will coordinate "Weekly Progress Meetings" with the singular focus of improving communication. Our strategic team, which includes the Construction Superintendent, Estimator, Project Manager and Contract Administrator will meet with the Owner's Representative and will provide the meeting agenda and pre-circulated minutes of the prior meeting, for discussion and approval. During these Weekly Construction Progress Meetings, the parties will discuss plans to minimize disruptive conditions on the job site, and to allow for strategic dialogue to help ensure satisfaction at all levels at the project. Through open and honest dialogue, these weekly Construction Progress Meetings will help ensure the highest level of communication, to achieve success in the project.



Quality Control through Final Inspections:

Quality assurance begins with the selection of qualified and experienced subcontractors and the use of quality vendors to aid in the job quality control measures conducted by the RSCC Construction Superintendent. The daily constant monitoring of the job site by our Superintendent is critical to continue the quality of the built product in all phases, through completion of the job. A unique aspect of our quality control is the digital library we create as construction progresses through the scope of the project. This pictorial history depicts the progressive completion of our work, and a final copy of such digital library will be presented at completion of the project.

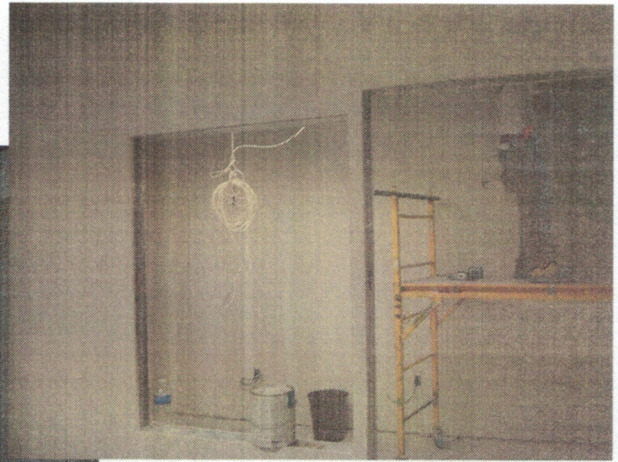
Project Completion: Within three working days of notice from RSCC of Substantial Completion, we will schedule a joint inspection of the work site, at which time all punch-list items will be recorded. The punch-list will be furnished to the Owners Representative for verification and approval, and we will immediately begin the completion of any remaining punch-list items. Final documentation to be provided by RSCC will include: (i) a progressive digital library of the construction process through completion; (ii) final lien releases; (iii) RSCC warranty letter; and (iv) a certificate of Substantial Completion.

RS Customer Service Follow-up: At completion of the project and through the warranty period, RSCC will immediately correct any warranty items. We will be a resource and add value to owners as a continuing partner, even after the close of the project.

UNIVERSITY OF NORTH TEXAS



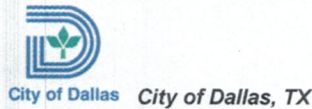
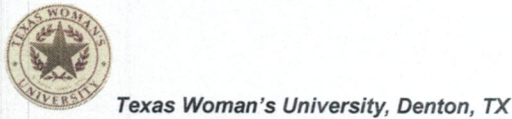
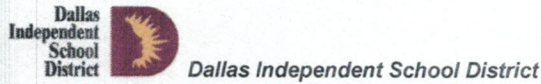
UNT Physical Education Building (PEB)



**Denton State School
Denton State Supported Living Center**

Job Order Contracts

RSCC has successfully completed Job Order Contract Services to many clients, including the following:



Originally developed by the military, JOC provides a way to effectively streamline and expedite the completion of recurring and ongoing facilities modification needs and repair projects. As military personnel left the service and entered the public sector, they discovered the same need existed.



Clients with large facilities, such as school districts, universities and city governments, all needed reliable, cost-effective construction-related services. JOC has since exploded as a growing industry method for procuring construction services at competitively-bid and firm-fixed prices that allow clients to issue multiple job orders without having to bid each project separately.

RSCC prides itself in possessing one of the most complete and qualified staffs of trained professionals in the industry. RSCC has a talented staff of estimators, superintendents and project managers to help insure your project is completed on schedule, and on budget. In addition, our owners play an active role every day, which allows for a quick decision when needed. Our Customer Service and Marketing Plan is Simple. By keeping our co-efficient priced competitively, we continue to be awarded more JOC

Contracts. Further, by providing exemplary pre-construction, construction, and post construction services to each of our clients, we are issued more purchases orders. Both of these coupled together insure our continued growth in the exploding market.



University of North Texas – Gateway Center



*T. D. Marshall Elementary School
(Currently Clara Oliver ES Learning Center)*



THE RS Commercial Construction “DIFFERENCE”



Customer Communication

Experienced, certified and responsive management and supervision are the qualifications to look for when choosing a company to restore your property.

RSCC strives to select the best managers and supervisors in the industry, and create the innovations necessary for high quality performance.

Customer communication is vital to any successful business. Each member of the RSCC team knows the importance of communicating with the customer, whether in writing, by phone, fax, e-mail, voice mail or on-site meetings to discuss all aspects of the project. Our team is focused in delivering “Service Excellence” to our customers.

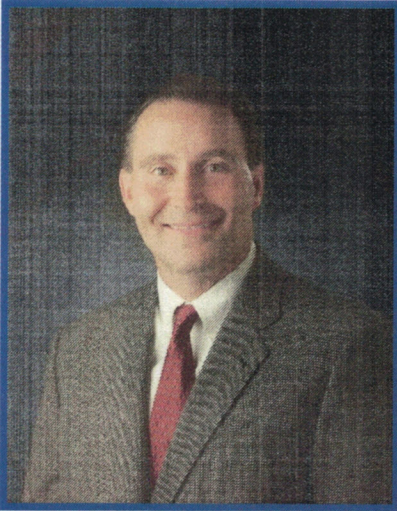
Professional Development

RSCC understands the need to deliver “Service Excellence”, and works hard to maintain high levels of customer satisfaction. Over the years, RSCC has developed a process of professional development with the single objective of exceeding customer expectations.

The RSCC Team: An important part of the culture at RSCC is education. Delivering Service Excellence to our valued customers is our primary focus, and we believe that begins with education of our team members. Our construction superintendents are OSHA 30 and EPA Renovator LBP RRP certified, and we have several other employees are OSHA 10 and EPA Renovator LBP RRP certified. Lastly, all employees have current First Aid, CPR, and AED training/certifications.

Key Personnel

Mark A. DeMattia – President



Mark A. DeMattia has been active in the commercial real estate and construction industries for over 30 years. Currently, he serves as President of RS Commercial Construction, LLC, (www.rscommercialconstruction.com) and he is responsible for all phases of company operations. Mr. DeMattia is also a Principal and co-owner of Keystone Strategies USA, a commercial real estate investment firm that invests in office and commercial buildings across the United States on behalf of foreign clients and investors.

Mr. DeMattia was formerly appointed to serve with the Board of Directors of Duke Realty Investments Inc., a publicly traded New York Stock Exchange Real Estate Investment Trust ("REIT") which had managed a national portfolio of 32 office, retail and industrial properties with a cumulative market value of \$152,000,000.

Mr. DeMattia graduated from the Graduate School of Management at the University of Texas at Dallas with a Master of Business Administration (MBA) degree, with an academic emphasis on International Business Management and Finance. Mr. DeMattia also holds a Bachelor of Science degree in Business and Finance from the College of Commerce and Industry at the University of Wyoming.

Mr. DeMattia is currently President of the Texas Chapter of the Center for JOC Excellence and the Job Order Contracting Association (www.jocexcellence.org). He is the former Chairman of the Planning and Zoning Commission and past Chairman of the Capital Improvements Advisory Committee in the Town of Prosper, Texas. Additionally, Mr. DeMattia is a former member of the prestigious Associazione Italiana Consulenti Immobiliari ("AICI") which is located in Milan, Italy, and a former member of the Advisory Board for Dallas Real Estate Ministries. He is also a licensed Texas Real Estate Broker. Mr. DeMattia is happily married, and his family is active in many local community and Christian organizations in the Dallas, Texas area.

Key Personnel

At RSCC, we believe that our employees are our greatest asset. Extra steps are taken, including thorough background checks, to ensure that each employee is capable of delivering "Service Excellence" to our customers. In addition, each of our team members is required to successfully complete in-house training in each of their specific disciplines, as well as continuing education courses to stay abreast of the current processes and procedures.

Please see the following resumes for our team.

References

Commercial

Randy Salsman
University of North Texas
Randy.Salsman@unt.edu
940-465-7402

Don Strickland
Texas Women's University
dstrickland@twu.edu
940- 465-4342

Bo Spinks
City of Dallas
bo@boardwalklimes.com
310-486-4463

Financial

Clay Carter
First United Bank
6100 Preston Road
Frisco, Texas 75034
972-668-7905
clay.carter@firstunitedbank.com>



March 4, 2018

RE: RS Commercial Construction LLC and Mark DeMattia

To Whom It May Concern,

RS Commercial Construction LLC has been a customer of our bank since 2004 and Mark DeMattia has banked with us since 1996. During our 23-year history, we have had a depository and lending relationship with him and his company. RS Commercial Construction LLC and Mr. DeMattia are considered excellent customers. Mr. DeMattia conducts his business in a professional manner and all accounts have been handled as agreed. If you have any questions or need additional information please contact me at 972-668-7905.

Sincerely,

A handwritten signature in black ink, appearing to read 'Clay Carter', is written over a light blue horizontal line.

Clay Carter
First United Bank & Trust Company
Senior Vice President

Support Team Contact List

The **RS Commercial Construction TEAM** is dedicated to delivering **Service Excellence**. We don't just talk about it, we are on call to respond to the needs of our customers. In the event your RSCC **TEAM** contact is not accessible onsite, you may contact any one of the following support team members:

Mark DeMattia

President & CEO
214-868-6275

Bill Welch

Field Superintendent
214-797-1172

Amanda Jennings

Controller
214-797-6315

Amanda Ruhl

PM/Estimator
214-934-8250

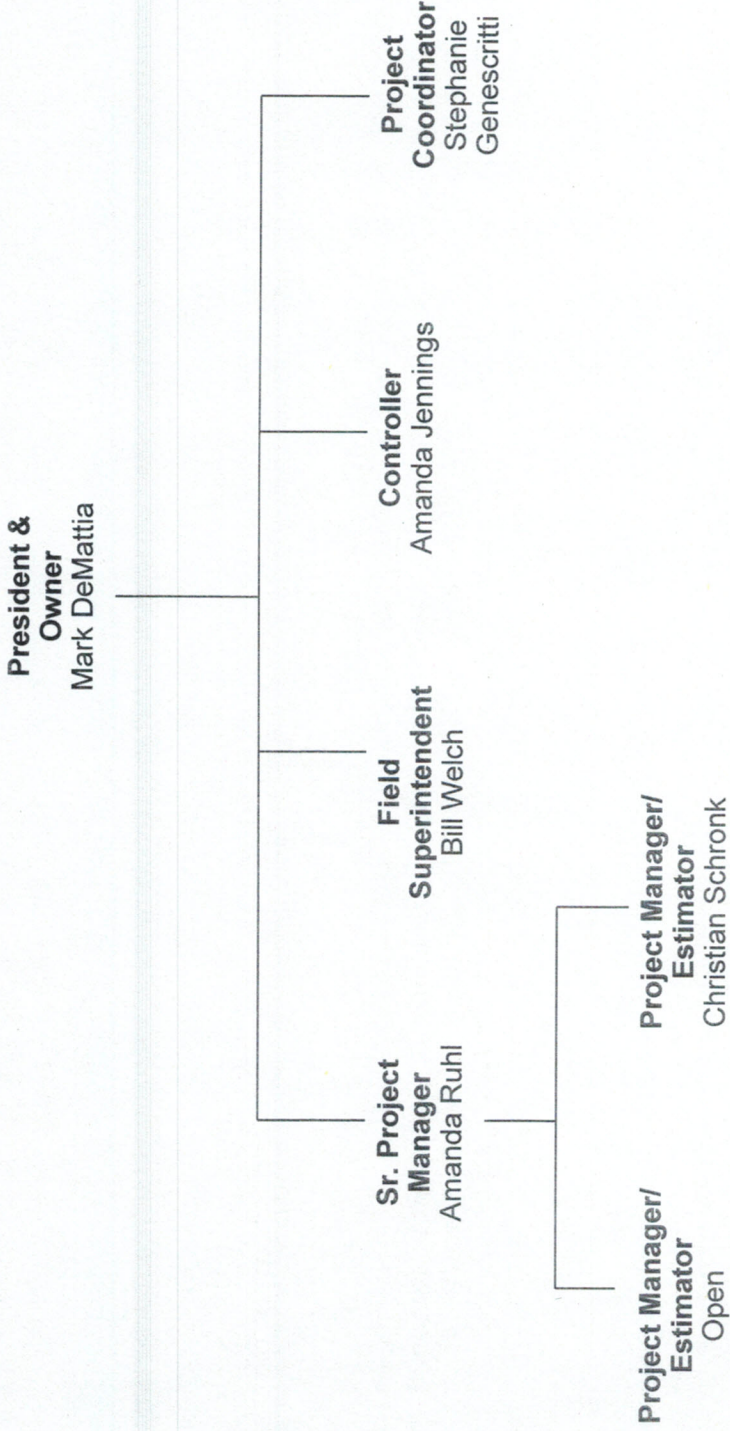
Christian Schronk

PM/Estimator
214-208-7010

Stephanie Genescritti

Project Coordinator
469-571-5924

RS COMMERCIAL CONSTRUCTION, LLC
Omnia Partners/Region 4 ESC





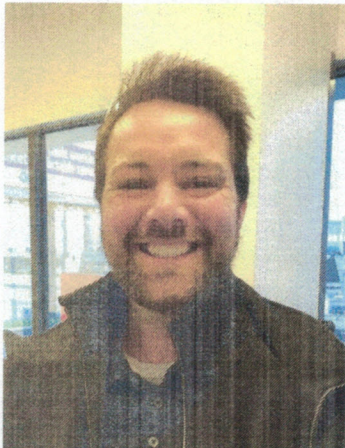
Bill Welch
Field Superintendent

Bill is OSHA 192 certified and excels in “common sense” work as our field superintendent. Bill does an outstanding job of managing multiple job sites and helping insure all RS JOC projects are completed on time, and in a manner consistent with the RS safety plan. Furthermore, Bill is in process of completing OSHA 500 certification.



Amanda Ruhl
Project Manager/Sr. Estimator

Amanda joined the RS Team a year ago and quickly became a valued member with her outstanding communication and “attention to detail” skills. She is also responsible for all areas of estimating, including pre-con inspections, ITB's, subcontractor negotiations, and RS Means. Amanda's is OSHA 30 Certified.



Christian Schronk
Project Manager/Estimator

Christian joined the RS Team about a year ago and brings a solid background of construction experience. He is OSHA 10 Certified and is responsible for coordinating job walks, project schedules and proposals.



Amanda Jennings
Controller

Amanda is a valued member of the RS team and does an outstanding job of coordinating all financial statements and reporting as well as all cash management responsibilities.



Stephanie Genescritti
Project Coordinator

Stephanie is the newest member of the RS team and brings several years of residential and commercial construction experience. She is responsible for all areas of contract compliance, subcontractor contracts, insurance requirements, closeout and overall project coordination

EXPERIENCE

RS Commercial Construction – Dallas, TX Project Coordinator

2019 - current

- Prepare and issue contracts to subcontractors.
- Secure all project related documents (e.g. Bonds, Insurance, Permits, HUB Data, etc.)
- Maintain contract files and monitor related documents to ensure all requirements are met from project commencement through project closeout.
- Gather, distribute and track submittals between subcontractors, architects, engineers and owners. MWBE/HUB Plan coordinator.
- Create project budgets and monitor for adjustments during project duration.
- Prepare, submit and track change orders to subcontractors and owners.
- Heavy communication with subcontractors, owners, architects, engineers and project managers.
- Prepare closeout binders on commercial projects.
- Assist Project Managers and Estimators, as needed.
- Research and secure project materials and equipment, as needed.

Cornerstone Commercial Services – Dallas, TX Project Coordinator

2018-2019

- Coordinate project management activities, resources, equipment and information.
- Break projects into doable actions and set timeframes.
- Liaise with clients to identify and define requirements, scope and objectives.
- Assign tasks to internal teams and assist with schedule management.
- Make sure that clients' needs are met as projects evolve.
- Help prepare budgets.
- Handling and preparing all AIA documentation for contracting purposes.
- Analyze risks and opportunities.
- Oversee project procurement management.
- Monitor project progress and handle any issues that arise.
- Act as the point of contact and communicate project status to all participants.
- Work with the Project Manager to eliminate blockers.
- Use tools to monitor working hours, plans and expenditures.
- Issue all appropriate legal paperwork (e.g. contracts and terms of agreement).
- Create and maintain comprehensive project documentation, plans and reports.
- Ensure standards and requirements are met through conducting quality assurance tests

KPost Roofing and Waterproofing – Dallas, TX Service Scheduler

2017-2018

- To achieve company revenue, expense, and profit goals.
- Worked directly with Company sales department to manage and recruit clients.
- Collaborate with employees to meet and exceed industry standards, and methods.
- Assist the service manager in running the day to day activities of the service department specifically, by overseeing the creation of T&M WOs, contacting customers and scheduling Work as well as follow up after completion of the job.
- Oversee all field operations for the service department.
- The first line in of contact for the Service Department.
- Coordinate with clients to achieve maximum customer satisfaction.
- Expert user of the company's CRM.

S&F Building Consultants – Dallas, TX
Project Manager

2012-2017

- Prepared contracts, to include reviewing all agreements of jobs closed, the scope of work bid matches terms and conditions of the agreement, that exclusions are correct, and contract amount matched bid amount.
- Submittals the county to receive permits, created agreement orders to match the scope of work being done to a project.
- Sending out RFI when needed following up with the changes that were made with the client and employees to make sure jobs were running smoothly without unnecessary delay.
- Responsible for the procurement of insurances and tax-exempt documentation.
- Coordinating customer relations and requests, also being the first line of contact for client's questions about project status.
- Creating an AP, AR reports for the bookkeeper.
- Creating and reviewing PO's and vendor invoices of purchases for jobs.
- Review weekly work reports and other project expenses on projects.
- Accepting draws making sure that all parties were paid on time.
- Having weekly jobsite meetings related to progress on jobs to ensure that quality of construction and deadlines are being met.
- Allocated necessary project resources including subcontractors, suppliers and company labor.
- Created and developed a comparison system of company's subcontractors and a convenient.
- Fixed software related issues for key documents across the company.

EDUCATION

Bachelor of Science, Health Science, University of Florida, Gainesville

TECHNICAL SKILLS

Software: Microsoft Office Suite include: Word, Excel, PowerPoint, QuickBooks, Intuit Field Service Management, Salesforce, Mercury, Epitome PMS, Oracle, Workday, Dataforma, Fleetmatics, Corrigo, Zoho Projects, Drawboard PDF, Procore Bluebeam, and Fountain.

EXPERIENCE

Commercial Estimator/Project Manager

RS Commercial Construction, LLC, Dallas, TX

January 2019 - Present

- Attend walk throughs and Pre-Bid meetings with the Clients, Architects, Engineer
- Coordinate subcontractor walk-throughs.
- Prepare final proposal to be submitted using RS Means.
- Prepare a Job Schedule and coordinate Subcontractor on various Project.
- Create Change orders when necessary during a project.
- Prepare certificate of completion at the end of a project.

Builder

Bella Vista Remodeling, Dallas, TX

September 2018– December 2018

Streamlined in sequential order specific tasks to complete a full residential remodel and additional detached garage. Responsible for scheduling and follow through with quality of work, processing payments for vendors, and quick decision making when faced with problematic situations. Would mediate between homeowners and vendors when design aspects were not originally thought of to quickly come to a reasonable solution agreed upon by both parties. Scouted best vendors priced competitively to maximize results. Would schedule out tasks up to a month in advance and inspect work during and after to confirm best quality.

Superintendent

Grand Homes, McKinney, TX

March 2018– September 2018

Using vendors and trades and updated scheduling system known as Buildpro to maintain a working schedule system to facilitate the progression of the homes during the building process. At all stages of the building process using quality control checklist to verify the highest quality work is being completed. Quality control inspectors verify that all work is being completed accordingly. Awarded 3 months consecutively highest production within the region and most organized. Carrying \$4,000,000 worth of projects at one time. Would keep in contact weekly for updates, either in person or via phone call. Scheduled and organized pre construction meetings, pre sheetrock meetings to address any questions or concerns and set expectations during the construction phase. Able to slash cost and expenses saving time and money on completed projects and increase word of mouth referrals.

Ass't. Superintendent, DR Horton Home Building, McKinney, TX

February 2017 – March 2018

Using vendors, trades, and electronic scheduling systems (CSME) created schedules and spreadsheets to monitor progression. Stayed in constant contact with buyers and craftsmen to update building schedule due to weather or available labor. Closely monitored every stage of construction to prevent any major delays or concerns. Worked closely with city inspectors and officials to receive proper tags and approval letters during the course of completion Engaged with home buyers to verify that all work expectations were completed, and promptly fixed any issues or concerns. Successfully closed 35 homes in 9 months with an average build time of 115- 135 days.

Assistant Superintendent, Andres Commercial Construction, Dallas, TX

May 2015 – February 2016

Initially hired for a two-month internship and extended for nine months based on quality of work on a multi-family structure with the inclusion of field/office work. Started off preparing units for frame inspections making sure mechanicals and all penetrations were sealed properly. Excelling at basic responsibilities; was promoted multiple times once to supervision of cleaning crews, safety standards for vendors, and maintaining responsibilities for preparations for inspections. Final promotion was of finish out of units to the owner of the project. Responsible for 30 turnkey units a month while performing all previous responsibilities.

EDUCATION/TECHNICAL SKILLS

Bachelor of Science, Integrative Studies

University of North Texas
Denton, TX

BA Majoring in Business, Technology, and Psychology

Project Management Certificate

Richland College
Richardson, TX

2013

RSMeans,
MS Excel, MS Word, MS Project, MS Outlook
OSHA10 Certified

PROFESSIONAL PROFILE

I have 21 years of experience in all phases of construction as a project superintendent. I started my career in the construction field in 1997 as a union carpenter working on all types of construction from residential, 45 story high rises & heavy highway. I have experience in production & operations of overseeing projects from start to finish, project take offs, scheduling materials, overseeing crews performing daily activities & punch list. I am goal-oriented with conducting inspections of construction sites & serving as an authority on policies, strategies & tactics concerning issues in the design & operation of existing, new & future construction. I possess a comprehensive background in providing facility planning, program guides, project management, budget analysis & a complex safety & technical expertise.

EXPERIENCE

Project Superintendent/CSM – RS Commercial Construction, LLC, Dallas, TX **June 27, 2017 – Present**

Oversee Crews performing day-to-day operations on all RS projects. Assist project management and other members of the RS team with operations, schedules. Provide safety guidance & training to crews working on RS projects. Provide detailed daily reports of current projects.

Project Safety & Field Supervisor – J&K Development (ACT Const.), Lewisville, TX **August 9, 2016 – June 2017**

Provide hands on safety training to crews working on current projects. Oversee day to day Operations and plan review. Completed 3- Nothing Bunt Cake stores Texas, Colorado & Florida. Completed 1-Jimmy Johns Perris California. 2- Retail Remodels Allen, TX. Assist project managers with change orders and clients. Daily reports of construction Progress & safety reports & corrected issues onsite.

Project Superintendent – Zachary Construction Co., Houston, TX **April 2015 – August 2016**

Oversee the construction of 26 miles of new toll highway and frontage roads (Phase F-1) in Tomball, Texas. Monitor day-to-day construction activities of all trades from earth work to structures. Compose daily project reports with field Foreman and weekly progress meetings & safety meetings with all crew members.

Project Superintendent - Skanska Building Construction (Rocky Mountain District) Cortez, Colorado **March 6, 2014- April 2015**

Superintendent - Bluebonnet Contractors – North Richland Hills, TX **March 2012 – March 2014**

Superintendent - Economy Forms Corporation, Dallas, TX **November 2008 – February 2012**

Superintendent - Kiewit Building Group – Omaha, Nebraska **August 1997 – October 2008**

Typical Project Responsibilities Include:

- Direct day-to-day on-site supervision of field labor force
- Inspection of Contractor or (Sub)Contract operations to ensure compliance with Contract
- Review and approve Trade Contractor Payment Applications with Project Manager
- Maintain good relationships with internal and external clients, including representatives of Owner and Architect/Engineer
- Develop and maintain site logistics plan, in coordination with Project Manager
- Conduct quality inspections
- Coordinate site testing and inspection efforts

- Monitor costs, including labor time and material
- Communicate and enforce Safety and Health Management Program
- Demonstrate commitment to an Injury-Free Environment through own actions and mentoring others
- Manage schedules, including preparation of detailed short-term schedules and ensuring all activities take place on or ahead of scheduled dates
- Prepare and submit Superintendent's Daily Reports
- Attend and participate in project meetings, including subcontractor meetings
- Schedule & order material for all phases of the project

CERTIFICATIONS

OSHA 30hr. National Fire Academy Hazardous Material. National Fire Academy - Safety Officer. First Aid & CPR. TxDOT Environmental-ENV432, CON816, MNT415. TEEX MUTCD Work Zone. TEEX Contractor's Responsible Person for Temporary Traffic Control. Heavy Equipment Safety in work zones. NFPA - Confined Space & Trench Rescue level 1 & 2.

VOLUNTEER WORK

Lieutenant/Safety Officer, Double Oak Vol. Fire Department

Assisted in coordinating annual Easter Egg Hunt benefiting the Children's Hospital

EXPERIENCE

Commercial Estimator/Project Manager

November 2018 - Present

RS Commercial Construction, LLC, Dallas, TX

- Attend walk throughs and Pre-Bid meetings with the Clients, Architects, Engineer
- Coordinate subcontractor walk-throughs.
- Prepare final proposal to be submitted using RS Means.
- Prepare a Job Schedule and coordinate Subcontractor on various Project.
- Create Change orders when necessary during a project.
- Prepare certificate of completion at the end of a project.

Construction Project Manager

May 2017– June 2018

Dickey's Barbeque Pit, Dallas, TX

- Guide each Owner through the development of their store from the time the Franchise Agreement is signed to the day the store opens for business.
- Manage relationships with Owner, General Contractors, and often Landlords to ensure the project completes on time and within budget.
- Work closely with Design and Permit team to secure required building permits and with the Equipment team to ensure necessary equipment is ordered on time.
- Initiate weekly status calls with Owners to ensure they are aware of required steps to complete their project on time and to make sure they are getting everything they need from our team and the GC.
- Work closely with city offices to ensure inspections requirements are met and times verified for each project.

Facilities Coordinator

August 2013– May 2017

Travelex Currency Services, Dallas, TX

- Provide Facilities support for 260 stores in Canada and the United States
- Develop and maintain current Facilities systems/operations.
- Trouble shoot and solve operational problems in a timely manner.
- Negotiate tenancy floor plans with designer and Airport Authorities and/or landlords and their representatives.
- Manage all 3rd party relationships, such as store security, office supply companies, and independent contractors.
- Special Projects
 - Write and manage RFPs for improved maintenance, architectural and security services, resulting in cost and service efficiencies
 - Supervise opening and closing of around 100 retail locations, managing remote and on-site logistics, staff transitions and inventory.
 - Award received: Annual TravelEx Business Partner Award, 2016

Sales Manager, Travelex Currency Services, Dallas, TX

October 2010 – August 2013

- Direct and oversee operations, marketing, P&L, and project management for 5 stores in Texas
- Hiring, training, supervision and dismissal of full and part time staff.
- Improve efficiency of physical and accounting operations and profitability.
- Implement marketing programs.
- Special Projects:
 - Consult with regional management to identify location of new Travelex stores.
 - Launch new store locations, including operations and staffing nationwide.
 - Travelex Annual Awards received: Responsible (2), Caring, Relentless.

Sales Consultant, Travelex Currency Services, Portland, OR

June 2008 – October 2010

- Customer Service, Marketing, Sales and Operations
- Independent location operation as well as collaborative team development and new hire training

EDUCATION/TECHNICAL SKILLS

Bachelor of Science, Housing Studies
Oregon State University
Corvallis, OR

Graduated
2013

Project Management Certificate
Richland College
Richardson, TX

2013

TECHNICAL SKILLS

- AutoCAD, RSMeans, Blueprint Reading
 - MS Excel, MS Word, MS Project, MS Outlook
 - OSHA30 in Progress
-

PROFESSIONAL PROFILE

Accounting professional with 10 plus years' experience in financial and intercompany accounting that has touched almost all pieces of the accounting cycle

EXPERIENCE**RS Commercial Construction – Dallas, TX
Controller****2017-current**

- Manage accounts receivable for construction division including collections, invoicing and recording revenue
- Manage accounts payable for construction division including reconciling invoices to project budget, cash disbursement, and credit card reconciliation.
- Responsible for cash management and forecasting for construction division
- Perform payroll for construction division
- Perform and oversee month close process including WIP analysis, adjusting/closing entries, balance sheet reconciliation, and financial statement preparation for construction division
- Act as Liaison between company and external CPA firm
- Perform other financial analysis or projects as needed by management
- Responsible for all insurance renewals and accounting
- Perform all HR functions for company including interviewing and on-boarding

ABSENCE FROM WORKFORCE**2014-2017**

In May 2014, I left my position at Textron to focus on my family. During this absence, I spent hundreds of hours volunteering at my children's elementary school, including roles such as room parent, working with students directly in literacy labs, team manager for Destination Imagination, and the PTA Art Day Committee. In Spring 2017, I was able to add value to Art Day by converting their scheduling process from a manual process to a streamlined Excel based process.

PRIOR PROFESSIONAL EXPERIENCE**Textron, Inc. – Fort Worth, TX****2008 - 2014****Textron, Inc. – Corporate Division (Sr. Accounting Analyst)****2012 - 2014**

- Responsible for maintaining accounts reconciliations related to accruals and prepaid accounts
- Prepared all journal entries related to IT departments
- Prepared all intercompany chargebacks to Textron business units related to IT departments
- Reviewed month-end results and provided explanations for variances
- Adjusted forecast for all IT departments by monthly meetings with department owners
- Prepared budget for all IT departments including expense, cash and capital
- Responsible for billing chargeback and inventory coding for enterprise telecommunications and infrastructure costs
- Responsible for various ad-hoc financial analysis for internal and external customers
- Prepared Quarterly IT Performance Report submitted to Textron CFO
- Acted as Finance Liaison between business unit finance teams and Textron IT
- Documented SOX walk-thru for IT controls

Textron, Inc. – Bell Helicopter Division (Sr. Financial Administrator – Intl Accounting)**2010-2012**

- Responsible for maintaining 30 balance sheet reconciliations (including intercompany and capital)
- Led Blackline Reconciliation Implementation for Balance Sheet reconciliation preparers
- Prepared adjusting and eliminating journal entries
- Responsible for translating and consolidating financial statements for international affiliates
- Implemented process for local currency reporting in Hyperion Financial Management
- Responsible for royalty reporting and forecasting
- Prepared NAICS, BE-125, BE-11, and Destination Sales for Government Reporting
- Maintained cash flow statements for international affiliates
- Maintained and confirmed intercompany balances with international affiliates

- Responsible for various ad-hoc requests related to international affiliates for internal and external customers
- Assisted in the interim/year-end audit by preparing schedules and documentation

Textron, Inc. – Bell Helicopter Division (Sr. Cost Accountant)**2008-2010**

- Responsible for maintaining balance for three inventory groups between SAP general ledger, legacy subsidiary ledger and material requirements planning (MRP) system
- Led standard cost cleanup efforts post SAP go-live
- Responsible for conducting physical inventory audits of various inventory groups
- Processed various correcting adjustments to general ledger and subsidiary ledger
- Prepared month end journal entries for inventory accounts
- Provided material cost information to outside departments on an ad-hoc basis
- Assisted in the interim/year-end audit by preparing schedules and providing documentation

**Packaging Corporation of America – Arlington, TX
Plant Accountant****2006-2008**

- Responsible for assisting plant controller in month /year end closing process including preparing journal entries and balance sheet reconciliation
- Supervised and calculated value for finished goods and WIP inventory counts
- Backed up daily invoicing, weekly payroll processing and accounts payables as needed
- Prepared weekly forecast for operating profit
- Prepared variance analysis for forecast versus actual
- Maintained accounts receivable subsidiary ledgers and collect delinquent accounts
- Prepared customer credit authorization from Duns & Bradstreet data
- Prepared capital project requests and maintain project spending logs
- Prepared "Prepared by Client" reports for internal audit as well as assist in Annual Financial Review for sister plant

**Airbase Services, Inc. – Grand Prairie, TX (Aerospace)
Staff Accountant/Accounts Payable Supervisor****Bank One – Fort Worth, TX (Finance)
Customer Service Representative****EDUCATION**

Bachelor of Science, Accounting, University of North Texas, Denton, TX, 3.9 GPA, 4.0 ACCT GPA**TECHNICAL SKILLS**

ERP: SAP**OFFICE SOFTWARE:** Excel, Word, Power Point, Outlook, Access**DATABASE:** COGNOS Impromptu**ACCOUNTING:** Lawson, Hyperion, Great Plains Dynamic, BAAN, AS400, CIMS.NET, Foundation**RISK MANAGEMENT:** RAM



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
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Municipal Projects

Fire Department	\$177,312.97	JOC	Precast Wall Repair
Convention Center	\$2,964.05	JOC	West Kitchen Flooring Repairs
Convention Center	\$69,936.58	JOC	West Kitchen Plumbing Repairs
Fire Department	\$23,560.07	JOC	Wall Repair
Cultural Center	\$14,821.48	JOC	Repair exterior drain
Historical Theater	\$35,469.44	JOC	5th Floor Interior Repairs
Service Center	\$281,726.59	JOC	Roof Replacement & Selants
Police Building	\$32,846.38	JOC	Joint Sealants - 2nd Floor
Library	\$74,984.92	JOC	Storefront Planter Boxes
Fire Department	\$12,924.89	JOC	Transaction Window & Electrical Work
Library	\$3,387.42	JOC	Material Testing
Office Building	\$29,923.45	JOC	Roof Drain Upgrade
Municipal Building	\$10,828.18	JOC	Interior Repairs
Recreation Center	\$33,224.44	JOC	Concrete & Interior Repairs
Fire Department	\$1,491.04	JOC	Material Testing
Municipal Building	\$8,444.66	JOC	Exterior Doors & Material Testing
Cultural Center	\$15,444.16	JOC	Exterior Concrete Curb Work
Library	\$14,993.08	JOC	Floors & Cladding
Office Building	\$33,643.34	JOC	Storefront Door Replacement
Symphony Center	\$16,547.35	JOC	Phase II Skylight Repair
Historical Theater	\$30,443.16	JOC	Fire Alarm Additional Components
Cultural Center	\$23,779.02	JOC	Drain Repairs
Municipal Building	\$154,444.54	JOC	TPO Roof
Cultural Center	\$9,452.72	JOC	Stucco & Façade Repairs



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Cultural Center	\$3,408.54	JOC	Skylight Repair
Library	\$63,221.04	JOC	Dormer # 4 Repair
Fire Department	\$146,495.06	JOC	TPO Roof Overlay
Office Building	\$211,264.00	JOC	TPO Roof Overlay
Cultural Center	\$37,356.85	JOC	Storefront Repairs
Municipal Building	\$189,246.00	JOC	Roof Replacement
Police Building	\$144,147.22	JOC	Door, Electrical & Material Testing
Fire Department	\$78,198.17	JOC	Kitchen Renovation
Fire Department	\$78,107.63	JOC	Kitchen Renovation
Fire Department	\$32,052.71	JOC	Electrical Work
Fire Department	\$27,409.44	JOC	MEP's & Interior Corrections
Convention Center	\$372,768.03	JOC	Gas Line Improvements

\$2,496,268.62

**Total JOC Contracts -
Municipal**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Community Center	\$10,951.40	TCPN	Install roof pitchpans
Symphony Center	\$103,490.00	TCPN	Curtain wall repair
Police Building	\$378,442.38	TCPN	Fence Replacement
911 Call Center	\$2,164.00	TCPN	Material Testing
911 Call Center	\$24,572.46	TCPN	Interior renovations
Community Center	\$36,312.00	TCPN	Bathroom renovation and abatement
Community Center	\$23,472.00	TCPN	Bathroom renovation and abatement
Municipal Building	\$5,399.63	TCPN	Roof repair
Mobile Technology Center	\$4,326.53	TCPN	Overhead door replacement
Fire Department	\$7,983.00	TCPN	Water system
Historical Theater	\$9,000.00	TCPN	Fire Alarm - Emergency Services
Police Building	\$13,512.12	TCPN	Gas leak repair
Community Center	\$26,018.74	TCPN	Plumbing
Community Center	\$75,663.00	TCPN	AHU Controls
Symphony Center	\$397,980.49	TCPN	Replace seating upholstery on symphony hall seats
Courtroom	\$4,937.00	TCPN	Paint
Municipal Building	\$23,047.17	TCPN	Water Mitigation
Symphony Center	\$44,156.13	TCPN	Replace seating upholstery on symphony hall seats
Municipal Building	\$18,009.58	TCPN	Remove and replace parking garage guard house
Municipal Building	\$64,820.88	TCPN	Roof Replacement
Cultural Center	\$24,896.16	TCPN	Awning Replacement
Cultural Center	\$28,599.24	TCPN	Exterior Repairs
Courtroom	\$75,635.33	TCPN	Reconfiguration & Storefront
Cultural Center	\$3,555.81	TCPN	Awning Demolition
Cultural Center	\$67,274.78	TCPN	Flooring & Interior Repairs
Cultural Center	\$15,411.30	TCPN	Leak Assessment
Courtroom	\$2,786.46	TCPN	Material Testing



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Municipal Building	\$119,588.39	TCPN	Roof Replacement
Municipal Building	\$68,730.38	TCPN	Roof Replacement
Symphony Center	\$14,562.00	TCPN	Leak Assessment Phase II
Library	\$9,253.24	TCPN	Door Replacement
Cultural Center	\$49,930.60	TCPN	Windsow Seal & Testing
Municipal Building	\$16,687.73	TCPN	Restroom Repair
Daycare	\$22,782.84	TCPN	VCT Floors & Material Testing
Fire Department	\$34,704.00	TCPN	Exterior Repairs
Daycare	\$189,776.98	TCPN	Restroom renovations
Library	\$217,478.62	TCPN	Storefront
Library	\$143,498.04	TCPN	Roof replacement
Community Center	\$3,564.81	TCPN	Material Testing
Fire Department	\$373,194.85	TCPN	Roof replacement
Fire Department	\$200,706.10	TCPN	Roof replacement
Courtroom	\$24,692.89	TCPN	Noise reduction
Cultural Center	\$3,768.69	TCPN	Water Leak Test
Library	\$142,246.21	TCPN	Roof replacement and interior repairs
Fire Department	\$2,243.00	TCPN	Speaker installation
Fire Department	\$2,164.00	TCPN	Material Testing
Fire Department	\$467,584.17	TCPN	Roof replacement
Historical Theater	\$382,454.64	TCPN	5th and 6th Floor renovations
Symphony Center	\$14,557.10	TCPN	Leak repair
Courtroom	\$36,423.68	TCPN	Remove and replace vault door
Historical Theater	\$226,086.55	TCPN	Fire Alarm system
Transfer Station	\$5,398.00	TCPN	Breakers
Community Center	\$89,778.99	TCPN	TPO roof overlay
Community Center	\$14,504.55	TCPN	Cleaning
Fire Department	\$94,143.00	TCPN	Roof replacement
Historical Theater	\$10,175.00	TCPN	Exhaust Vents



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Transfer Station	\$21,987.16	TCPN	Roof repair
Fire Department	\$38,861.00	TCPN	Shower replacement
Fire Department	\$37,656.51	TCPN	Shower and vent hood replacement
Police Building	\$25,550.89	TCPN	Interior renovations
Municipal Building	\$27,855.00	TCPN	Material testing & interior renovations
Fire Department	\$246,420.35	TCPN	Roof replacement
Fire Department	\$122,395.00	TCPN	Roof replacement
Symphony Center	\$30,619.00	TCPN	Door repair
Library	\$88,845.00	TCPN	Roof replacement
Transfer Station	\$98,204.00	TCPN	Exhaust Fans
Fire Department	\$21,957.72	TCPN	Misc
Library	\$7,441.50	TCPN	Plumbing - water leak repair
Fire Department	\$11,465.00	TCPN	Misc
Cultural Center	\$1,012.00	TCPN	Rinstall rain wayer downspout
Police Building	\$2,953.00	TCPN	Detox door repair
Museum	\$56,680.00	TCPN	Atrium door repair
Historical Theater	\$6,959.00	TCPN	Device removal
Community Center	\$2,164.54	TCPN	Abatement
Cultural Center	\$159,911.00	TCPN	Mechanical
Historical Theater	\$13,462.00	TCPN	Fire Alarm
Municipal Building	\$98,887.00	TCPN	Roof replacement
Recreation Center	\$369,403.00	TCPN	Roof and gym floor
Golf Course	\$45,576.00	TCPN	Replace flooring
Historical Theater	\$19,965.00	TCPN	Abatement
Historical Theater	\$9,245.10	TCPN	Abatement
Sanitation Building	\$34,811.00	TCPN	Painting
Courtroom	\$51,107.00	TCPN	Courtroom monitors replacement
Garage	\$22,780.00	TCPN	Electircal



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Cultural Center	\$114,373.00	TCPN	Roof Replacement
Recreation Center	\$133,008.96	TCPN	Roof Replacement
Golf Course	\$7,601.00	TCPN	Flooring
Historical Theater	\$11,897.19	TCPN	Flooring
Recreation Center	\$33,862.00	TCPN	Abatement
Historical Theater	\$2,600.00	TCPN	Asbestos survey
Museum	\$29,160.23	TCPN	Atrium door repair
Recreation Center	\$52,046.40	TCPN	Roof replacement
Museum	\$39,647.88	TCPN	Dock lift installatio
Municipal Building	\$70,869.84	TCPN	Revolving doors
Community Center	\$169,998.57	TCPN	Boiler replacement
Recreation Center	\$24,789.00	TCPN	Roof replacement
Municipal Building	\$2,522.52	TCPN	Handrail repair
Recreation Center	\$49,618.24	TCPN	Roof replacement
Museum	\$4,371.00	TCPN	Repair damaged hand rails
Symphony Center	\$12,097.15	TCPN	Repair damaged hand rails
Recreation Center	\$21,514.00	TCPN	Re-roof Recreation Center
Municipal Building	\$58,342.18	TCPN	Painting/Window Tinting
Fire Department	\$48,487.96	TCPN	Renovations to existing fire station
Municipal Building	\$36,605.91	TCPN	Enclosure

\$7,070,683.44

**Total TCPN Contracts -
Municipal**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Municipal Building	\$15,417.79	Other	Repairs due to water loss
Municipal Building	\$19,380.27	Other	Repairs due to water loss
Municipal Building	\$28,509.00	Other	Repairs to hail storm damage
Municipal Building	\$28,900.23	Other	Repairs due to flood damage

\$92,207.29

**Total Other Contracts -
Municipal**

\$9,659,159.35

Total Municipal Contracts



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
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ISD Projects

Middle School	\$3,150.00	JOC	Provide and install school dedication plaque
High School	\$17,803.85	JOC	Water Meter Replacement
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
High School	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,000.00	JOC	Provide and install school dedication plaque
Middle School	\$2,325.00	JOC	Provide and install school dedication plaque
High School	\$14,830.69	JOC	Remove add'l. water meters
High School	\$412,195.41	JOC	Interior Renovations
Middle School	\$153,189.75	JOC	Site Improvements
High School	\$24,886.48	JOC	Replace existing VAV terminal; replace existing window AC units with heat pump units
High School	\$156,330.58	JOC	Remove six (6) water meters and install new irrigation line
Middle School	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$136,476.00	JOC	Steel Structural Support and Wire/Cable (Electrical)
Elementary School	\$29,042.28	JOC	Provide temporary cooling
Elementary School	\$232,450.05	JOC	Data cabling & associated work
School Building	\$229,640.25	JOC	Data cabling & associated work
High School	\$398,937.88	JOC	Ball Field Grading & Drainage
School Building	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,000.00	JOC	Provide and install school dedication plaque



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Elementary School	\$478,362.66	JOC	Roof & Miscellaneous Renovations
Elementary School	\$487,281.42	JOC	Roof & Miscellaneous Renovations
Elementary School	\$40,110.00	JOC	JACE Integration
Elementary School	\$22,856.18	JOC	Tile, Window Tint, Miscellaneous Renovations
Elementary School	\$15,561.42	JOC	Window Tint; Miscellaneous Renovations
School Building	\$318,624.60	JOC	Provide parking lot, demo two portables & associated work
School Building	\$21,605.85	JOC	JACE Integration and Miscellaneous Mechanical Work
Elementary School	\$97,925.10	JOC	JACE Integration and Miscellaneous Mechanical Work
Elementary School	\$51,759.75	JOC	JACE Integration and Miscellaneous Mechanical Work
Middle School	\$116,265.45	JOC	JACE Integration and Miscellaneous Mechanical Work
High School	\$73,263.75	JOC	Provide and install fencing and netting at existing bating cages, exhaust fan modifications, and associated work
School Building	\$161,973.00	JOC	Installation of electronic security buzzer system at 45 campuses
Elementary School	\$16,720.20	JOC	JACE Integration
School Building	\$176,596.88	JOC	Installation of electronic security buzzer system at 45 campuses
School Building	\$213,934.35	JOC	Installation of electronic security buzzer system at 67 campuses
Elementary School	\$17,370.99	JOC	JACE Integration
High School	\$45,729.68	JOC	JACE Integration
Elementary School	\$21,463.12	JOC	JACE Integration
Elementary School	\$22,029.46	JOC	JACE Integration
School Building	\$116,865.00	JOC	Installation of electronic security buzzer system at 31 campuses
High School	\$72,331.88	JOC	JACE Integration
Elementary School	\$21,149.86	JOC	JACE Integration
Elementary School	\$22,772.70	JOC	JACE Integration
Elementary School	\$22,031.92	JOC	JACE Integration
Elementary School	\$22,549.12	JOC	JACE Integration
Elementary School	\$23,087.20	JOC	JACE Integration



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
School Building	\$116,865.00	JOC	Installation of electronic security buzzer system at 30 campuses
Middle School	\$8,496.60	JOC	Installation of Additional Electrical and Data Components
Elementary School	\$22,678.66	JOC	JACE Integration
Elementary School	\$18,573.85	JOC	JACE Integration
Elementary School	\$19,957.81	JOC	JACE Integration
Elementary School	\$21,916.67	JOC	JACE Integration
High School	\$39,556.31	JOC	JACE Integration
Elementary School	\$19,496.90	JOC	JACE Integration
Middle School	\$22,724.50	JOC	JACE Integration
Elementary School	\$20,274.45	JOC	JACE Integration
Middle School	\$36,036.00	JOC	JACE Integration
Middle School	\$21,238.35	JOC	JACE Integration
High School	\$24,489.15	JOC	JACE Integration
Middle School	\$101,722.95	JOC	Provide electrical renovations and install chain link fence
High School	\$61,108.83	JOC	Provide and install a high-density book storage system
Elementary School	\$56,233.80	JOC	Install Dumpster Enclosure, Base, etc.
Learning Center	\$25,715.55	JOC	JACE Integration
High School	\$35,794.50	JOC	JACE Integration
Elementary School	\$22,351.35	JOC	JACE Integration
High School	\$26,099.85	JOC	JACE Integration
Middle School	\$73,845.74	JOC	Install Fixed Seating in Gymnasium
Elementary School	\$22,910.00	JOC	JACE Integration
Middle School	\$32,807.00	JOC	JACE Integration
Elementary School	\$20,636.00	JOC	JACE Integration
Elementary School	\$23,925.00	JOC	JACE Integration
Elementary School	\$24,174.00	JOC	JACE Integration
Learning Center	\$36,483.30	JOC	JACE Integration



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Elementary School	\$21,386.40	JOC	JACE Integration
Learning Center	\$27,078.45	JOC	JACE Integration
High School	\$356,737.50	JOC	Modify Roofing at Building "F"
Middle School	\$212,969.40	JOC	JACE Integration and Mechanical Work
Middle School	\$68,014.80	JOC	Relocate and set up portable restroom with associated work
Elementary School	\$42,826.35	JOC	JACE Integration
Elementary School	\$21,514.50	JOC	JACE Integration
Elementary School	\$21,514.50	JOC	JACE Integration
Middle School	\$20,372.10	JOC	JACE Integration
High School	\$43,597.05	JOC	JACE Integration
Elementary School	\$46,167.00	JOC	Repair/Refinish Door Frames
Learning Center	\$22,862.00	JOC	Installation of Hardware and Fencing
Middle School	\$88,586.25	JOC	Site Improvements
School Building	\$145,701.00	JOC	Install metal fascia panels and associated work
Elementary School	\$29,064.00	JOC	JACE Integration
High School	\$51,553.00	JOC	JACE Integration
Elementary School	\$20,087.10	JOC	Provide/install sink & gate; reconfigure parking lot gate
DISD JOC Anderson Boilers 2012-2013	\$108,257.85	JOC	Provide and install temporary boilers and associated work
Elementary School	\$6,033.50	JOC	Brick Work
Elementary School	\$58,585.28	JOC	RTU modifications
Elementary School	\$32,254.20	JOC	Provide and install 184 window shades
Elementary School	\$13,386.76	JOC	Replacement of exterior entrance doors and hardware
Elementary School	\$9,900.00	JOC	Replace HVAC ductwork in crawlspace and associated work
Stadium	\$30,613.00	JOC	Provide and install water heaters, and associated work at Wilmer-Hutchins Stadium
School Building	\$205,072.00	JOC	Provide and install temporary boilers and associated work
Elementary School	\$87,500.00	JOC	Provide remedial electrical work in crawl space



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Elementary School	\$189,756.00	JOC	Furnish & install HVAC BMCS Control System
High School	\$57,441.00	JOC	Painted Graphics at High School
High School	\$701,664.70	JOC	HVAC Upgrades
Stadium	\$791,000.00	JOC	Construction of detention pond, practice football field & associated work
School Building	\$69,000.00	JOC	Demolition
School Building	\$68,735.00	JOC	Demolition
School Building	\$278,185.00	JOC	Roof Replacement
School Building	\$278,185.00	JOC	Roof Replacement
School Building	\$278,185.00	JOC	Roof Replacement
Elementary School	\$15,012.00	JOC	Additional HVAC Repairs
School Building	\$43,811.00	JOC	Install metal fence
Middle School	\$20,700.00	JOC	Install subsurface drain and associated work
School Building	\$51,687.00	JOC	Demolition
Elementary School	\$97,034.00	JOC	HVAC Repairs
Elementary School	\$321,300.00	JOC	Roof Renovation
Elementary School	\$122,346.00	JOC	Electrical renovations

\$10,683,317.57

Total JOC Contracts- ISD

Middle School	\$12,175.50	TCPN	Flooring, sheetrock, painting due to water loss
Elementary School	\$37,357.31	TCPN	Repairs due to water damage
High School	\$1,650.00	TCPN	Dispose of 3 chemical containers from Chemistry Dept.

\$51,182.81

Total TCPN Contracts- ISD



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Elementary School	\$1,566,000.00	Other	Envelope Renovation
High School	\$595,000.00	Other	Building and Site Improvements
Middle School	\$14,955.54	Other	Repairs of water damage

\$2,175,955.54 **Total Other Contracts-
ISD**

\$12,910,455.92 **Total ISD Contracts**

Other Educational

Dormitory	\$13,159.61	Buy Board	Renovations to Chestnut Hall Suite 155
Dormitory	\$372,717.50	Buyboard	Repair Fire Doors
Dormitory	\$82,846.92	Buyboard	Cabinet removal and abatement
Dormitory	\$99,947.00	BuyBoard	Fire walls and fire doors repair
Dormitory	\$227,049.00	BuyBoard	Fire Inspections

\$795,720.03 **Total Buyboard Contracts
- Other Educational**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Dormitory	\$1,898.51	JOC	Modifications to work station in Thunderduck Hall
Dormitory	\$6,776.00	JOC	Modify Information station in Thunder Duck Hall
University Building	\$30,034.76	JOC	Cooling tower structural repairs
Dormitory	\$24,866.00	JOC	Asbestos Abatement
Student Center	\$72,894.11	JOC	Demo concrete/benches; install new drains/concrete
Dormitory	\$51,388.19	JOC	Remodel Dining Services Facility
Dormitory	\$24,645.08	JOC	House Demolition
Dormitory	\$168,241.00	JOC	Apartment Complex Demolition
Student Center	\$82,645.60	JOC	Interior Renovations
Classroom	\$34,730.00	JOC	Construct concrete pad for printing press
University Building	\$66,703.11	JOC	Exterior Data Cabling
Classroom	\$49,107.00	JOC	Interior remodel
Gynasium	\$24,994.00	JOC	Interior Renovations
Parking Lot	\$59,439.00	JOC	Asphalt and concrete parking lot repairs

\$698,362.36

**Total JOC Contracts -
Other Educational**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Dormitory	\$28,891.00	TCPN	Fire Wall, Fire Door & Fire Damper Inspections
Dormitory	\$16,114.35	TCPN	Floor replacement; asbestos abatement
Classroom	\$325,488.91	TCPN	Fire Alarm System; Life Safety Upgrades
Classroom	\$23,494.00	TCPN	Interior Renovations
Science Building	\$3,539.00	TCPN	Furnish & install window shades and blinds
Conference Room	\$191,917.00	TCPN	Remodel conference room
Parking Lot	\$64,142.70	TCPN	Parking Lot Renovations
Parking Lot	\$62,985.14	TCPN	Parking Lot Renovations
Retaining Wall	\$17,088.00	TCPN	Remove/replace the north retaining wall including drainage at Coliseum
Parking Lot	\$154,014.89	TCPN	Parking Lot Renovations
Parking Lot	\$112,324.91	TCPN	Parking Lot Renovations
Parking Lot	\$24,418.27	TCPN	Parking Lot Renovations
Dormitory	\$20,610.20	TCPN	House Demolition
Student Center	\$164,943.01	TCPN	Interior Renovations
Dormitory	\$5,148.67	TCPN	New carpet tile, replace rubber base, paint walls and trim
Dormitory	\$55,801.42	TCPN	Sidewalks
Dormitory	\$24,283.77	TCPN	Remove & replace concrete sidewalk
Dormitory	\$18,208.46	TCPN	Structural repairs to crawl space
Library	\$81,721.37	TCPN	Replace library fountain

\$1,395,135.07

**Total TCPN Contracts -
Other Educational**

Parking Lot	\$346,099.60	Other	Parking lot replacement
Classroom	\$442,800.00	Other	Locker Room Renovations

\$788,899.60

**Total Other Contracts -
Other Educational**

\$3,678,117.06

**Total Other Educational
Contracts**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Commerical Business	\$27,621.00	Other	Excavate detention pond
Bank	\$79,630.00	Other	Install metal roof
Hospital	\$90,113.00	Other	Structural repairs due to building flood
Hotel	\$64,259.72	Other	Repairs due to water loss
Condominiu m	\$70,465.00	Other	Repairs due to freeze
Wellness Center	\$30,775.00	Other	Repairs due to water loss
Commercial Business	\$18,527.01	Other	Repairs due to flood damage
Office Building	\$1,200,000.00	Other	Reconstruct business damaged by roof collapse
Church	\$177,884.66	Other	Repairs due to freeze
Church	\$80,320.38	Other	Repairs per insurance adjustment
Commercial Business	\$100,000.00	Other	Tenant finish out
Recreation Center	\$11,250.00	Other	Replace flooring
Commercial Business	\$150,000.00	Other	Interior finish out
Commercial Business	\$150,000.00	Other	Interior finish out
Church	\$93,085.60	Other	Repairs due to hail storm
Child Care Building	\$5,500.00	Other	Roof Repair
Supported Living Center	\$600,254.63	Other	Fire Sprinkler Modification and Infection Control
Sidewalk	\$371,863.00	Other	Replace Deteriorated & Uneven Sidewalks

\$3,321,549.00

\$13,877,948.55

\$8,517,001.32

\$795,720.03

\$6,378,611.43

\$29,569,281.33

Total Government/Other Contracts

Total JOC

Total TCPN

Total Buyboard

Total Other



Five (5) Year Commercial Construction Project History Summary

Project	Contract Amount	Contract Type	Project Description
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Municipal Projects

Convention Center	\$2,964.05	JOC	West Kitchen Flooring Repairs
Convention Center	\$69,936.58	JOC	West Kitchen Plumbing Repairs
Fire Department	\$177,312.97	JOC	Precast Wall Repair
Fire Department	\$23,560.07	JOC	Wall Repair
Cultural Center	\$14,821.48	JOC	Repair exterior drain
Historical Theater	\$35,469.44	JOC	5th Floor Interior Repairs
Service Center	\$281,726.59	JOC	Roof Replacement & Selants
Police Building	\$32,846.38	JOC	Joint Sealants - 2nd Floor
Library	\$74,984.92	JOC	Storefront Planter Boxes
Fire Department	\$12,924.89	JOC	Transaction Window & Electrical Work
Library	\$3,387.42	JOC	Material Testing
Office Building	\$29,923.45	JOC	Roof Drain Upgrade
Municipal Building	\$10,828.18	JOC	Interior Repairs
Recreation Center	\$33,224.44	JOC	Concrete & Interior Repairs
Fire Department	\$1,491.04	JOC	Material Testing
Municipal Building	\$8,444.66	JOC	Exterior Doors & Material Testing
Cultural Center	\$15,444.16	JOC	Exterior Concrete Curb Work
Library	\$14,993.08	JOC	Floors & Cladding
Office Building	\$33,643.34	JOC	Storefront Door Replacement
Symphony Center	\$16,547.35	JOC	Phase II Skylight Repair
Historical Theater	\$30,443.16	JOC	Fire Alarm Additional Components
Cultural Center	\$23,779.02	JOC	Drain Repairs
Municipal Building	\$154,444.54	JOC	TPO Roof
Cultural Center	\$9,452.72	JOC	Stucco & Façade Repairs



Five (5) Year Commercial Construction Project History Summary

Project	Contract Amount	Contract Type	Project Description
Cultural Center	\$3,408.54	JOC	Skylight Repair
Library	\$63,221.04	JOC	Dormer # 4 Repair
Fire Department	\$146,495.06	JOC	TPO Roof Overlay
Office Building	\$211,264.00	JOC	TPO Roof Overlay
Cultural Center	\$37,356.85	JOC	Storefront Repairs
Municipal Building	\$189,246.00	JOC	Roof Replacement
Police Building	\$144,147.22	JOC	Door, Electrical & Material Testing
Fire Department	\$78,198.17	JOC	Kitchen Renovation
Fire Department	\$78,107.63	JOC	Kitchen Renovation
Fire Department	\$32,052.71	JOC	Electrical Work
Fire Department	\$27,409.44	JOC	MEP's & Interior Corrections
Convention Center	<u>\$372,768.03</u>	JOC	Gas Line Improvements

\$2,496,268.62

**Total JOC Contracts -
Municipal**



Five (5) Year Commercial Construction Project History Summary

Project	Contract Amount	Contract Type	Project Description
Cultural Center	\$24,896.16	TCPN	Awning Replacement
Cultural Center	\$28,599.24	TCPN	Exterior Repairs
Courtroom	\$75,635.33	TCPN	Reconfiguration & Storefront
Cultural Center	\$3,555.81	TCPN	Awning Demolition
Cultural Center	\$67,274.78	TCPN	Flooring & Interior Repairs
Cultural Center	\$15,411.30	TCPN	Leak Assessment
Courtroom	\$2,786.46	TCPN	Material Testing
Municipal Building	\$119,588.39	TCPN	Roof Replacement
Municipal Building	\$68,730.38	TCPN	Roof Replacement
Symphony Center	\$14,562.00	TCPN	Leak Assessment Phase II
Library	\$9,253.24	TCPN	Door Replacement
Cultural Center	\$49,930.60	TCPN	Windsow Seal & Testing
Municipal Building	\$16,687.73	TCPN	Restroom Repair
Daycare	\$22,782.84	TCPN	VCT Floors & Material Testing
Fire Department	\$34,704.00	TCPN	Exterior Repairs
Daycare	\$189,776.98	TCPN	Restroom renovations
Library	\$217,478.62	TCPN	Storefront
Library	\$143,498.04	TCPN	Roof replacement
Community Center	\$3,564.81	TCPN	Material Testing
Fire Department	\$373,194.85	TCPN	Roof replacement
Fire Department	\$200,706.10	TCPN	Roof replacement
Courtroom	\$24,692.89	TCPN	Noise reduction
Cultural Center	\$3,768.69	TCPN	Water Leak Test
Library	\$142,246.21	TCPN	Roof replacement and interior repairs
Fire Department	\$2,243.00	TCPN	Speaker installation
Fire Department	\$2,164.00	TCPN	Material Testing
Fire Department	\$467,584.17	TCPN	Roof replacement
Historical Theater	\$382,454.64	TCPN	5th and 6th Floor renovations
Symphony Center	\$14,557.10	TCPN	Leak repair
Courtroom	\$36,423.68	TCPN	Remove and replace vault door



Five (5) Year Commercial Construction Project History Summary

Project	Contract Amount	Contract Type	Project Description
Historical Theater	\$226,086.55	TCPN	Fire Alarm system
Transfer Station	\$5,398.00	TCPN	Breakers
Community Center	\$89,778.99	TCPN	TPO roof overlay
Community Center	\$14,504.55	TCPN	Cleaning
Fire Department	\$94,143.00	TCPN	Roof replacement
Historical Theater	\$10,175.00	TCPN	Exhaust Vents
Transfer Station	\$21,987.16	TCPN	Roof repair
Fire Department	\$38,861.00	TCPN	Shower replacement
Fire Department	\$37,656.51	TCPN	Shower and vent hood replacement
Police Building	\$25,550.89	TCPN	Interior renovations
Municipal Building	\$27,855.00	TCPN	Material testing & interior renovations
Fire Department	\$246,420.35	TCPN	Roof replacement
Fire Department	\$122,395.00	TCPN	Roof replacement
Symphony Center	\$30,619.00	TCPN	Door repair
Library	\$88,845.00	TCPN	Roof replacement
Transfer Station	\$98,204.00	TCPN	Exhaust Fans
Fire Department	\$21,957.72	TCPN	Misc
Library	\$7,441.50	TCPN	Plumbing - water leak repair
Fire Department	\$11,465.00	TCPN	Misc
Cultural Center	\$1,012.00	TCPN	Rinstall rain wayer downspout
Police Building	\$2,953.00	TCPN	Detox door repair
Museum	\$56,680.00	TCPN	Atrium door repair
Historical Theater	\$6,959.00	TCPN	Device removal
Community Center	\$2,164.54	TCPN	Abatement
Cultural Center	\$159,911.00	TCPN	Mechanical
Historical Theater	\$13,462.00	TCPN	Fire Alarm
Municipal Building	\$98,887.00	TCPN	Roof replacement



Five (5) Year Commercial Construction Project History Summary

Project	Contract Amount	Contract Type	Project Description
Recreation Center	\$369,403.00	TCPN	Roof and gym floor
Golf Course	\$45,576.00	TCPN	Replace flooring
Historical Theater	\$19,965.00	TCPN	Abatement
Historical Theater	\$9,245.10	TCPN	Abatement
Sanitation Building	\$34,811.00	TCPN	Painting
Courtroom	\$51,107.00	TCPN	Courtroom monitors replacement
Garage	\$22,780.00	TCPN	Electircal
Cultural Center	\$114,373.00	TCPN	Roof Replacement
Recreation Center	\$133,008.96	TCPN	Roof Replacement
Golf Course	\$7,601.00	TCPN	Flooring
Historical Theater	\$11,897.19	TCPN	Flooring
Recreation Center	\$33,862.00	TCPN	Abatement
Historical Theater	\$2,600.00	TCPN	Asbestos survey
Museum	\$29,160.23	TCPN	Atrium door repair
Recreation Center	\$52,046.40	TCPN	Roof replacement
Museum	\$39,647.88	TCPN	Dock lift installatio
Municipal Building	\$70,869.84	TCPN	Revolving doors
Community Center	\$169,998.57	TCPN	Boiler replacement
Recreation Center	\$24,789.00	TCPN	Roof replacement
Municipal Building	\$2,522.52	TCPN	Handrail repair
Recreation Center	\$49,618.24	TCPN	Roof replacement
Museum	\$4,371.00	TCPN	Repair damaged hand rails
Symphony Center	\$12,097.15	TCPN	Repair damaged hand rails
Community Center	\$10,951.40	TCPN	Install roof pitchpans
Symphony Center	\$103,490.00	TCPN	Curtain wall repair
Police Building	\$378,442.38	TCPN	Fence Replacement
911 Call Center	\$2,164.00	TCPN	Material Testing
911 Call Center	\$24,572.46	TCPN	Interior renovations



Five (5) Year Commercial Construction Project History Summary

Project	Contract Amount	Contract Type	Project Description
Community Center	\$36,312.00	TCPN	Bathroom renovation and abatement
Community Center	\$23,472.00	TCPN	Bathroom renovation and abatement
Municipal Building	\$5,399.63	TCPN	Roof repair
Mobile Technology Center	\$4,326.53	TCPN	Overhead door replacement
Fire Department	\$7,983.00	TCPN	Water system
Historical Theater	\$9,000.00	TCPN	Fire Alarm - Emergency Services
Police Building	\$13,512.12	TCPN	Gas leak repair
Community Center	\$26,018.74	TCPN	Plumbing
Community Center	\$75,663.00	TCPN	AHU Controls
Symphony Center	\$397,980.49	TCPN	Replace seating upholstery on symphony hall seats
Courtroom	\$4,937.00	TCPN	Paint
Municipal Building	\$23,047.17	TCPN	Water Mitigarion
Symphony Center	\$44,156.13	TCPN	Replace seating upholstery on symphony hall seats
Municipal Building	\$18,009.58	TCPN	Remove and replace parking garage guard house
Municipal Building	\$64,820.88	TCPN	Roof Replacement
Recreation Center	\$21,514.00	TCPN	Re-roof Recreation Center
Municipal Building	\$58,342.18	TCPN	Painting/Window Tinting
Municipal Building	\$36,605.91	TCPN	Enclosure

\$7,022,195.48

**Total TCPN Contracts -
Municipal**

\$9,518,464.10

Total Muncipal Contracts



Five (5) Year Commercial Construction Project History Summary

Project	Contract Amount	Contract Type	Project Description
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ISD Projects

Middle School	\$3,150.00	JOC	Provide and install school dedication plaque
High School	\$17,803.85	JOC	Water Meter Replacement
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
High School	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,000.00	JOC	Provide and install school dedication plaque
Middle School	\$2,325.00	JOC	Provide and install school dedication plaque
High School	\$14,830.69	JOC	Remove add'l. water meters
High School	\$412,195.41	JOC	Interior Renovations
Middle School	\$153,189.75	JOC	Site Improvements
High School	\$24,886.48	JOC	Replace existing VAV terminal; replace existing window AC units with heat pump units
High School	\$156,330.58	JOC	Remove six (6) water meters and install new irrigation line
Middle School	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$136,476.00	JOC	Steel Structural Support and Wire/Cable (Electrical)
Elementary School	\$29,042.28	JOC	Provide temporary cooling
Elementary School	\$232,450.05	JOC	Data cabling & associated work
School Building	\$229,640.25	JOC	Data cabling & associated work
High School	\$398,937.88	JOC	Ball Field Grading & Drainage
School Building	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,000.00	JOC	Provide and install school dedication plaque



Five (5) Year Commercial Construction Project History Summary

Project	Contract Amount	Contract Type	Project Description
Elementary School	\$478,362.66	JOC	Roof & Miscellaneous Renovations
Elementary School	\$487,281.42	JOC	Roof & Miscellaneous Renovations
Elementary School	\$40,110.00	JOC	JACE Integration
Elementary School	\$22,856.18	JOC	Tile, Window Tint, Miscellaneous Renovations
Elementary School	\$15,561.42	JOC	Window Tint; Miscellaneous Renovations
Elementary School	\$22,772.70	JOC	JACE Integration
Elementary School	\$122,346.00	JOC	Electrical renovations

\$3,040,598.60

Total JOC Contracts- ISD

High School	\$1,650.00	TCPN	Dispose of 3 chemical containers from Chemistry Dept.
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\$1,650.00

Total TCPN Contracts- ISD

\$3,042,248.60

Total ISD Contracts

Other Educational

Dormitory	\$372,717.50	Buyboard	Repair Fire Doors
Dormitory	\$82,846.92	Buyboard	Cabinet removal and abatement
Dormitory	\$99,947.00	BuyBoard	Fire walls and fire doors repair
Dormitory	\$227,049.00	BuyBoard	Fire Inspections

\$782,560.42

Total Buyboard Contracts - Other Educational



Five (5) Year Commercial Construction Project History Summary

Project	Contract Amount	Contract Type	Project Description
Dormitory	\$28,891.00	TCPN	Fire Wall, Fire Door & Fire Damper Inspections
Dormitory	\$16,114.35	TCPN	Floor replacement; asbestos abatement
Classroom	\$325,488.91	TCPN	Fire Alarm System; Life Safety Upgrades
Parking Lot	\$64,142.70	TCPN	Parking Lot Renovations
Parking Lot	\$62,985.14	TCPN	Parking Lot Renovations
Retaining Wall	\$17,088.00	TCPN	Remove/replace the north retaining wall including drainage at Coliseum
Parking Lot	\$154,014.89	TCPN	Parking Lot Renovations
Parking Lot	\$112,324.91	TCPN	Parking Lot Renovations
Parking Lot	\$24,418.27	TCPN	Parking Lot Renovations
Dormitory	\$20,610.20	TCPN	House Demolition

\$826,078.37

**Total TCPN Contracts -
Other Educational**

Parking Lot	\$346,099.60	Other	Parking lot replacement
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\$346,099.60

**Total Other Contracts -
Other Educational**

\$1,954,738.39

**Total Other Educational
Contracts**

\$5,536,867.22

\$7,849,923.85

\$782,560.42

\$346,099.60

\$14,515,451.09

Total JOC

Total TCPN

Total Buyboard

Total Other

B. Describe how supplier proposes to distribute the product service nationwide. Include any states where products are services will not be offered under the Master Agreement, including US Territories and Outlying areas.

RS Commercial Construction will offer services in Texas, Oklahoma, Louisiana, Arkansas, Kansas, Colorado and New Mexico. **Distribution of services is described in the following Marketing Strategy document.**

Marketing Strategy

Upon award, RSCC will dedicate sales/marketing efforts exclusively focused on strategically selected Texas, Oklahoma, Louisiana, Arkansas, Kansas, Colorado and New Mexico with a multi-pronged campaign that includes social media, field sales and web based strategies.

90 Day Marketing Plan

Initial award day launch plans include both scheduled press releases through all media outlets and a comprehensive digital delivered announcement to all organizational customers / current prospects. Using all social media tools, RSCC will deploy a three part phased award announcement plan that highlights the ongoing messaging of upcoming events, training sessions and projects. In addition, the scope of this campaign overall will provide continuous award promotion integrated with a reinforcing value-add message, presentations and awareness training events. The campaign will also feature an extensive field based plan with sales staff holding in-person appointments with existing relationships as well as a focused blitz to newly established targets. RSCC will also develop co-branded hardcopy collateral promoting the award, OMNIA PARTNERS value propositions and organizational differentiators. This material will come in the form of summarized post-cards, brochures and custom marketing pieces showcasing in-depth the partnership of OMNIA PARTNERS, participating Regions and RSSS. The RSCC website plans will include creating as splash page award announcement launching award details, logos of the participating entities with links to individual sites as well as awareness training events.

RSCC will develop an award specific message that includes a tag-line incorporating three direct intangible differentiators to best position the award and deliverable benefits of the partnership for all entities. This tag-line / differentiators will be part of all OMNIA PARTNERS targeted campaign materials / presentations. RSCC will also hold awareness training events and social gatherings to promote new award and benefits of the partnerships.

RSCC will evaluate the OMNIA PARTNERS utilization level of current customer's base into low-mid-high range categories and strategically create a specific plan to expand usage within the low / mid-range customers and also to ensure continued usage of high rated current customers.

Phase One: Award Launch 30 Day

Press Release

Social Media Announcement Part One

Website Splash Page

Email Campaign: Initial Award Message

Direct Mail Post Card: Targeted Current Customers

Host Award Social Gather Event with High Value Existing Customers

Phase Two: Initial Introduction 60 day

Website: Permanent Award Page

Dedicated Partnership Benefits website pages that include links to OMNIA PARTNERS Regions

Email Campaign: Award Value Propositions

Direct Mail Post Card: Targeted Prospective Customers

Field Sales Appointments

Establish Dates for Value Add Training Seminars

Award Partnerships Presentations

Social Media Announcement Part Two

Phase Three: Ongoing Promotion and Reinforcement 90 day

Website: Renewed Splash Reminder

Dedicated Partnership Education of Values / Benefits Page with links to OMNIA PARTNERS Regions

Social Media Announcement Part Three

Email Campaign: Education / Benefits Focus

Field Sales Appointments

Hold Education Value Add Training Seminars / Presentations

Marketing Premium Gifts with Co Brand Logos

C. Describing how Participating Agencies are ensure 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.

RS Commercial Construction will adhere to the provisions contained in RFP 20-01 with respect to all pricing and audit requirements.

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

RS Commercial serves as the general prime contractor and depending on the nature and scope of the individual work order, may utilize a variety and number of subcontractors.

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

RS Commercial Construction is a general contractor and provides construction services; therefore does not have any distribution facilities, warehouses or retail networks.

3.3 Marketing and Sales

Please reference the following Marketing Strategy document for items A, B, C, E, F, H and I.

Marketing Strategy

Upon award, RSCC will dedicate sales/marketing efforts exclusively focused on strategically selected Texas, Oklahoma, Louisiana, Arkansas, Kansas, Colorado and New Mexico with a multi-pronged campaign that includes social media, field sales and web based strategies.

90 Day Marketing Plan

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RSCC will develop an award specific message that includes a tag-line incorporating three direct intangible differentiators to best position the award and deliverable benefits of the partnership for all entities. This tag-line / differentiators will be part of all OMNIA PARTNERS targeted campaign materials / presentations. RSCC will also hold awareness training events and social gatherings to promote new award and benefits of the partnerships.

RSCC will evaluate the OMNIA PARTNERS utilization level of current customer's base into low-mid-high range categories and strategically create a specific plan to expand usage within the low / mid-range customers and also to ensure continued usage of high rated current customers.

Phase One: Award Launch 30 Day

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Social Media Announcement Part One

Website Splash Page

Email Campaign: Initial Award Message

Direct Mail Post Card: Targeted Current Customers

Host Award Social Gather Event with High Value Existing Customers

Phase Two: Initial Introduction 60 day

Website: Permanent Award Page

Dedicated Partnership Benefits website pages that include links to OMNIA PARTNERS Regions

Email Campaign: Award Value Propositions

Direct Mail Post Card: Targeted Prospective Customers

Field Sales Appointments

Establish Dates for Value Add Training Seminars

Award Partnerships Presentations

Social Media Announcement Part Two

Phase Three: Ongoing Promotion and Reinforcement 90 day

Website: Renewed Splash Reminder

Dedicated Partnership Education of Values / Benefits Page with links to OMNIA PARTNERS

Regions

Social Media Announcement Part Three

Email Campaign: Education / Benefits Focus

Field Sales Appointments

Hold Education Value Add Training Seminars / Presentations

Marketing Premium Gifts with Co Brand Logos

D. Acknowledge Supplier agrees to provide its logo to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing, communications and promotions. Acknowledge the use of ONMIA Partners, Public Section logo will require permission for reproduction as well.



The above is representation of RS Commercial Construction's logo. An electronic copy is provided on the accompanying flash drives as well.

G. Provide the name, title, email and phone number for the persons who will be responsible for:

Position	Name	Title	Email	Phone Number
Executive Support	Mark DeMattia	President	markd@rscommercialconstruction.com	214-637-2205
Marketing	Mark DeMattia/ Galen Gillum	President/ Business Development Officer	markd@rscommercialconstruction.com/ galeng@rscommercialconstruction.com	214-637-2205
Sales	Mark DeMattia/ Galen Gillum	President/ Business Development Officer	markd@rscommercialconstruction.com/ galeng@rscommercialconstruction.com	214-637-2205
Sales Support	Mark DeMattia/ Galen Gillum	President/ Business Development Officer	markd@rscommercialconstruction.com/ galeng@rscommercialconstruction.com	214-637-2205
Financial Reporting	Amanda Jennings	Controller	amandaj@rscommercialconstruction.com	214-637-2205
Financial Reporting	Amanda Jennings	Controller	amandaj@rscommercialconstruction.com	214-637-2205
Contracts	Stephanie Genescritti	Project Coordinator	stephanieg@rscommercialconstruction.com	214-637-2205

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for each for the previous fiscal year along with key contacts for each.

Sales and client information may be obtained under separate cover upon request to RSCC, but see attached project list for a summary of all JOC work history.



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
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Municipal Projects

Fire Department	\$177,312.97	JOC	Precast Wall Repair
Convention Center	\$2,964.05	JOC	West Kitchen Flooring Repairs
Convention Center	\$69,936.58	JOC	West Kitchen Plumbing Repairs
Fire Department	\$23,560.07	JOC	Wall Repair
Cultural Center	\$14,821.48	JOC	Repair exterior drain
Historical Theater	\$35,469.44	JOC	5th Floor Interior Repairs
Service Center	\$281,726.59	JOC	Roof Replacement & Sealants
Police Building	\$32,846.38	JOC	Joint Sealants - 2nd Floor
Library	\$74,984.92	JOC	Storefront Planter Boxes
Fire Department	\$12,924.89	JOC	Transaction Window & Electrical Work
Library	\$3,387.42	JOC	Material Testing
Office Building	\$29,923.45	JOC	Roof Drain Upgrade
Municipal Building	\$10,828.18	JOC	Interior Repairs
Recreation Center	\$33,224.44	JOC	Concrete & Interior Repairs
Fire Department	\$1,491.04	JOC	Material Testing
Municipal Building	\$8,444.66	JOC	Exterior Doors & Material Testing
Cultural Center	\$15,444.16	JOC	Exterior Concrete Curb Work
Library	\$14,993.08	JOC	Floors & Cladding
Office Building	\$33,643.34	JOC	Storefront Door Replacement
Symphony Center	\$16,547.35	JOC	Phase II Skylight Repair
Historical Theater	\$30,443.16	JOC	Fire Alarm Additional Components
Cultural Center	\$23,779.02	JOC	Drain Repairs
Municipal Building	\$154,444.54	JOC	TPO Roof
Cultural Center	\$9,452.72	JOC	Stucco & Façade Repairs



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Cultural Center	\$3,408.54	JOC	Skylight Repair
Library	\$63,221.04	JOC	Dormer # 4 Repair
Fire Department	\$146,495.06	JOC	TPO Roof Overlay
Office Building	\$211,264.00	JOC	TPO Roof Overlay
Cultural Center	\$37,356.85	JOC	Storefront Repairs
Municipal Building	\$189,246.00	JOC	Roof Replacement
Police Building	\$144,147.22	JOC	Door, Electrical & Material Testing
Fire Department	\$78,198.17	JOC	Kitchen Renovation
Fire Department	\$78,107.63	JOC	Kitchen Renovation
Fire Department	\$32,052.71	JOC	Electrical Work
Fire Department	\$27,409.44	JOC	MEP's & Interior Corrections
Convention Center	\$372,768.03	JOC	Gas Line Improvements

\$2,496,268.62

**Total JOC Contracts -
Municipal**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Community Center	\$10,951.40	TCPN	Install roof pitchpans
Symphony Center	\$103,490.00	TCPN	Curtain wall repair
Police Building	\$378,442.38	TCPN	Fence Replacement
911 Call Center	\$2,164.00	TCPN	Material Testing
911 Call Center	\$24,572.46	TCPN	Interior renovations
Community Center	\$36,312.00	TCPN	Bathroom renovation and abatement
Community Center	\$23,472.00	TCPN	Bathroom renovation and abatement
Municipal Building	\$5,399.63	TCPN	Roof repair
Mobile Technology Center	\$4,326.53	TCPN	Overhead door replacement
Fire Department	\$7,983.00	TCPN	Water system
Historical Theater	\$9,000.00	TCPN	Fire Alarm - Emergency Services
Police Building	\$13,512.12	TCPN	Gas leak repair
Community Center	\$26,018.74	TCPN	Plumbing
Community Center	\$75,663.00	TCPN	AHU Controls
Symphony Center	\$397,980.49	TCPN	Replace seating upholstery on symphony hall seats
Courtroom	\$4,937.00	TCPN	Paint
Municipal Building	\$23,047.17	TCPN	Water Mitigation
Symphony Center	\$44,156.13	TCPN	Replace seating upholstery on symphony hall seats
Municipal Building	\$18,009.58	TCPN	Remove and replace parking garage guard house
Municipal Building	\$64,820.88	TCPN	Roof Replacement
Cultural Center	\$24,896.16	TCPN	Awning Replacement
Cultural Center	\$28,599.24	TCPN	Exterior Repairs
Courtroom	\$75,635.33	TCPN	Reconfiguration & Storefront
Cultural Center	\$3,555.81	TCPN	Awning Demolition
Cultural Center	\$67,274.78	TCPN	Flooring & Interior Repairs
Cultural Center	\$15,411.30	TCPN	Leak Assessment
Courtroom	\$2,786.46	TCPN	Material Testing



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Municipal Building	\$119,588.39	TCPN	Roof Replacement
Municipal Building	\$68,730.38	TCPN	Roof Replacement
Symphony Center	\$14,562.00	TCPN	Leak Assessment Phase II
Library	\$9,253.24	TCPN	Door Replacement
Cultural Center	\$49,930.60	TCPN	Windsow Seal & Testing
Municipal Building	\$16,687.73	TCPN	Restroom Repair
Daycare	\$22,782.84	TCPN	VCT Floors & Material Testing
Fire Department	\$34,704.00	TCPN	Exterior Repairs
Daycare	\$189,776.98	TCPN	Restroom renovations
Library	\$217,478.62	TCPN	Storefront
Library	\$143,498.04	TCPN	Roof replacement
Community Center	\$3,564.81	TCPN	Material Testing
Fire Department	\$373,194.85	TCPN	Roof replacement
Fire Department	\$200,706.10	TCPN	Roof replacement
Courtroom	\$24,692.89	TCPN	Noise reduction
Cultural Center	\$3,768.69	TCPN	Water Leak Test
Library	\$142,246.21	TCPN	Roof replacement and interior repairs
Fire Department	\$2,243.00	TCPN	Speaker installation
Fire Department	\$2,164.00	TCPN	Material Testing
Fire Department	\$467,584.17	TCPN	Roof replacement
Historical Theater	\$382,454.64	TCPN	5th and 6th Floor renovations
Symphony Center	\$14,557.10	TCPN	Leak repair
Courtroom	\$36,423.68	TCPN	Remove and replace vault door
Historical Theater	\$226,086.55	TCPN	Fire Alarm system
Transfer Station	\$5,398.00	TCPN	Breakers
Community Center	\$89,778.99	TCPN	TPO roof overlay
Community Center	\$14,504.55	TCPN	Cleaning
Fire Department	\$94,143.00	TCPN	Roof replacement
Historical Theater	\$10,175.00	TCPN	Exhaust Vents



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Transfer Station	\$21,987.16	TCPN	Roof repair
Fire Department	\$38,861.00	TCPN	Shower replacement
Fire Department	\$37,656.51	TCPN	Shower and vent hood replacement
Police Building	\$25,550.89	TCPN	Interior renovations
Municipal Building	\$27,855.00	TCPN	Material testing & interior renovations
Fire Department	\$246,420.35	TCPN	Roof replacement
Fire Department	\$122,395.00	TCPN	Roof replacement
Symphony Center	\$30,619.00	TCPN	Door repair
Library	\$88,845.00	TCPN	Roof replacement
Transfer Station	\$98,204.00	TCPN	Exhaust Fans
Fire Department	\$21,957.72	TCPN	Misc
Library	\$7,441.50	TCPN	Plumbing - water leak repair
Fire Department	\$11,465.00	TCPN	Misc
Cultural Center	\$1,012.00	TCPN	Rinstall rain wayer downspout
Police Building	\$2,953.00	TCPN	Detox door repair
Museum	\$56,680.00	TCPN	Atrium door repair
Historical Theater	\$6,959.00	TCPN	Device removal
Community Center	\$2,164.54	TCPN	Abatement
Cultural Center	\$159,911.00	TCPN	Mechanical
Historical Theater	\$13,462.00	TCPN	Fire Alarm
Municipal Building	\$98,887.00	TCPN	Roof replacement
Recreation Center	\$369,403.00	TCPN	Roof and gym floor
Golf Course	\$45,576.00	TCPN	Replace flooring
Historical Theater	\$19,965.00	TCPN	Abatement
Historical Theater	\$9,245.10	TCPN	Abatement
Sanitation Building	\$34,811.00	TCPN	Painting
Courtroom	\$51,107.00	TCPN	Courtroom monitors replacement
Garage	\$22,780.00	TCPN	Electircal



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Cultural Center	\$114,373.00	TCPN	Roof Replacement
Recreation Center	\$133,008.96	TCPN	Roof Replacement
Golf Course	\$7,601.00	TCPN	Flooring
Historical Theater	\$11,897.19	TCPN	Flooring
Recreation Center	\$33,862.00	TCPN	Abatement
Historical Theater	\$2,600.00	TCPN	Asbestos survey
Museum	\$29,160.23	TCPN	Atrium door repair
Recreation Center	\$52,046.40	TCPN	Roof replacement
Museum	\$39,647.88	TCPN	Dock lift installatio
Municipal Building	\$70,869.84	TCPN	Revolving doors
Community Center	\$169,998.57	TCPN	Boiler replacement
Recreation Center	\$24,789.00	TCPN	Roof replacement
Municipal Building	\$2,522.52	TCPN	Handrail repair
Recreation Center	\$49,618.24	TCPN	Roof replacement
Museum	\$4,371.00	TCPN	Repair damaged hand rails
Symphony Center	\$12,097.15	TCPN	Repair damaged hand rails
Recreation Center	\$21,514.00	TCPN	Re-roof Recreation Center
Municipal Building	\$58,342.18	TCPN	Painting/Window Tinting
Fire Department	\$48,487.96	TCPN	Renovations to existing fire station
Municipal Building	\$36,605.91	TCPN	Enclosure

\$7,070,683.44

**Total TCPN Contracts -
Municipal**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Municipal Building	\$15,417.79	Other	Repairs due to water loss
Municipal Building	\$19,380.27	Other	Repairs due to water loss
Municipal Building	\$28,509.00	Other	Repairs to hail storm damage
Municipal Building	\$28,900.23	Other	Repairs due to flood damage

\$92,207.29 **Total Other Contracts - Municipal**

\$9,659,159.35 **Total Municipal Contracts**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
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ISD Projects

Middle School	\$3,150.00	JOC	Provide and install school dedication plaque
High School	\$17,803.85	JOC	Water Meter Replacement
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,150.00	JOC	Provide and install school dedication plaque
High School	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,000.00	JOC	Provide and install school dedication plaque
Middle School	\$2,325.00	JOC	Provide and install school dedication plaque
High School	\$14,830.69	JOC	Remove add'l. water meters
High School	\$412,195.41	JOC	Interior Renovations
Middle School	\$153,189.75	JOC	Site Improvements
High School	\$24,886.48	JOC	Replace existing VAV terminal; replace existing window AC units with heat pump units
High School	\$156,330.58	JOC	Remove six (6) water meters and install new irrigation line
Middle School	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$136,476.00	JOC	Steel Structural Support and Wire/Cable (Electrical)
Elementary School	\$29,042.28	JOC	Provide temporary cooling
Elementary School	\$232,450.05	JOC	Data cabling & associated work
School Building	\$229,640.25	JOC	Data cabling & associated work
High School	\$398,937.88	JOC	Ball Field Grading & Drainage
School Building	\$3,000.00	JOC	Provide and install school dedication plaque
Elementary School	\$3,000.00	JOC	Provide and install school dedication plaque



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Elementary School	\$478,362.66	JOC	Roof & Miscellaneous Renovations
Elementary School	\$487,281.42	JOC	Roof & Miscellaneous Renovations
Elementary School	\$40,110.00	JOC	JACE Integration
Elementary School	\$22,856.18	JOC	Tile, Window Tint, Miscellaneous Renovations
Elementary School	\$15,561.42	JOC	Window Tint; Miscellaneous Renovations
School Building	\$318,624.60	JOC	Provide parking lot, demo two portables & associated work
School Building	\$21,605.85	JOC	JACE Integration and Miscellaneous Mechanical Work
Elementary School	\$97,925.10	JOC	JACE Integration and Miscellaneous Mechanical Work
Elementary School	\$51,759.75	JOC	JACE Integration and Miscellaneous Mechanical Work
Middle School	\$116,265.45	JOC	JACE Integration and Miscellaneous Mechanical Work
High School	\$73,263.75	JOC	Provide and install fencing and netting at existing bating cages, exhaust fan modifications, and associated work
School Building	\$161,973.00	JOC	Installation of electronic security buzzer system at 45 campuses
Elementary School	\$16,720.20	JOC	JACE Integration
School Building	\$176,596.88	JOC	Installation of electronic security buzzer system at 45 campuses
School Building	\$213,934.35	JOC	Installation of electronic security buzzer system at 67 campuses
Elementary School	\$17,370.99	JOC	JACE Integration
High School	\$45,729.68	JOC	JACE Integration
Elementary School	\$21,463.12	JOC	JACE Integration
Elementary School	\$22,029.46	JOC	JACE Integration
School Building	\$116,865.00	JOC	Installation of electronic security buzzer system at 31 campuses
High School	\$72,331.88	JOC	JACE Integration
Elementary School	\$21,149.86	JOC	JACE Integration
Elementary School	\$22,772.70	JOC	JACE Integration
Elementary School	\$22,031.92	JOC	JACE Integration
Elementary School	\$22,549.12	JOC	JACE Integration
Elementary School	\$23,087.20	JOC	JACE Integration



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
School Building	\$116,865.00	JOC	Installation of electronic security buzzer system at 30 campuses
Middle School	\$8,496.60	JOC	Installation of Additional Electrical and Data Components
Elementary School	\$22,678.66	JOC	JACE Integration
Elementary School	\$18,573.85	JOC	JACE Integration
Elementary School	\$19,957.81	JOC	JACE Integration
Elementary School	\$21,916.67	JOC	JACE Integration
High School	\$39,556.31	JOC	JACE Integration
Elementary School	\$19,496.90	JOC	JACE Integration
Middle School	\$22,724.50	JOC	JACE Integration
Elementary School	\$20,274.45	JOC	JACE Integration
Middle School	\$36,036.00	JOC	JACE Integration
Middle School	\$21,238.35	JOC	JACE Integration
High School	\$24,489.15	JOC	JACE Integration
Middle School	\$101,722.95	JOC	Provide electrical renovations and install chain link fence
High School	\$61,108.83	JOC	Provide and install a high-density book storage system
Elementary School	\$56,233.80	JOC	Install Dumpster Enclosure, Base, etc.
Learning Center	\$25,715.55	JOC	JACE Integration
High School	\$35,794.50	JOC	JACE Integration
Elementary School	\$22,351.35	JOC	JACE Integration
High School	\$26,099.85	JOC	JACE Integration
Middle School	\$73,845.74	JOC	Install Fixed Seating in Gymnasium
Elementary School	\$22,910.00	JOC	JACE Integration
Middle School	\$32,807.00	JOC	JACE Integration
Elementary School	\$20,636.00	JOC	JACE Integration
Elementary School	\$23,925.00	JOC	JACE Integration
Elementary School	\$24,174.00	JOC	JACE Integration
Learning Center	\$36,483.30	JOC	JACE Integration



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Elementary School	\$21,386.40	JOC	JACE Integration
Learning Center	\$27,078.45	JOC	JACE Integration
High School	\$356,737.50	JOC	Modify Roofing at Building "F"
Middle School	\$212,969.40	JOC	JACE Integration and Mechanical Work
Middle School	\$68,014.80	JOC	Relocate and set up portable restroom with associated work
Elementary School	\$42,826.35	JOC	JACE Integration
Elementary School	\$21,514.50	JOC	JACE Integration
Elementary School	\$21,514.50	JOC	JACE Integration
Middle School	\$20,372.10	JOC	JACE Integration
High School	\$43,597.05	JOC	JACE Integration
Elementary School	\$46,167.00	JOC	Repair/Refinish Door Frames
Learning Center	\$22,862.00	JOC	Installation of Hardware and Fencing
Middle School	\$88,586.25	JOC	Site Improvements
School Building	\$145,701.00	JOC	Install metal fascia panels and associated work
Elementary School	\$29,064.00	JOC	JACE Integration
High School	\$51,553.00	JOC	JACE Integration
Elementary School	\$20,087.10	JOC	Provide/install sink & gate; reconfigure parking lot gate
DISD JOC Anderson Boilers 2012-2013	\$108,257.85	JOC	Provide and install temporary boilers and associated work
Elementary School	\$6,033.50	JOC	Brick Work
Elementary School	\$58,585.28	JOC	RTU modifications
Elementary School	\$32,254.20	JOC	Provide and install 184 window shades
Elementary School	\$13,386.76	JOC	Replacement of exterior entrance doors and hardware
Elementary School	\$9,900.00	JOC	Replace HVAC ductwork in crawlspace and associated work
Stadium	\$30,613.00	JOC	Provide and install water heaters, and associated work at Wilmer-Hutchins Stadium
School Building	\$205,072.00	JOC	Provide and install temporary boilers and associated work
Elementary School	\$87,500.00	JOC	Provide remedial electrical work in crawl space



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Elementary School	\$189,756.00	JOC	Furnish & install HVAC BMCS Control System
High School	\$57,441.00	JOC	Painted Graphics at High School
High School	\$701,664.70	JOC	HVAC Upgrades
Stadium	\$791,000.00	JOC	Construction of detention pond, practice football field & associated work
School Building	\$69,000.00	JOC	Demolition
School Building	\$68,735.00	JOC	Demolition
School Building	\$278,185.00	JOC	Roof Replacement
School Building	\$278,185.00	JOC	Roof Replacement
School Building	\$278,185.00	JOC	Roof Replacement
Elementary School	\$15,012.00	JOC	Additional HVAC Repairs
School Building	\$43,811.00	JOC	Install metal fence
Middle School	\$20,700.00	JOC	Install subsurface drain and associated work
School Building	\$51,687.00	JOC	Demolition
Elementary School	\$97,034.00	JOC	HVAC Repairs
Elementary School	\$321,300.00	JOC	Roof Renovation
Elementary School	\$122,346.00	JOC	Electrical renovations

\$10,683,317.57

Total JOC Contracts- ISD

Middle School	\$12,175.50	TCPN	Flooring, sheetrock, painting due to water loss
Elementary School	\$37,357.31	TCPN	Repairs due to water damage
High School	\$1,650.00	TCPN	Dispose of 3 chemical containers from Chemistry Dept.

\$51,182.81

Total TCPN Contracts- ISD



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Elementary School	\$1,566,000.00	Other	Envelope Renovation
High School	\$595,000.00	Other	Building and Site Improvements
Middle School	\$14,955.54	Other	Repairs of water damage

\$2,175,955.54

**Total Other Contracts-
ISD**

\$12,910,455.92

Total ISD Contracts

Other Educational

Dormitory	\$13,159.61	Buy Board	Renovations to Chestnut Hall Suite 155
Dormitory	\$372,717.50	Buyboard	Repair Fire Doors
Dormitory	\$82,846.92	Buyboard	Cabinet removal and abatement
Dormitory	\$99,947.00	BuyBoard	Fire walls and fire doors repair
Dormitory	\$227,049.00	BuyBoard	Fire Inspections

\$795,720.03

**Total Buyboard Contracts
- Other Educational**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Dormitory	\$1,898.51	JOC	Modifications to work station in Thunderduck Hall
Dormitory	\$6,776.00	JOC	Modify Information station in Thunder Duck Hall
University Building	\$30,034.76	JOC	Cooling tower structural repairs
Dormitory	\$24,866.00	JOC	Asbestos Abatement
Student Center	\$72,894.11	JOC	Demo concrete/benches; install new drains/concrete
Dormitory	\$51,388.19	JOC	Remodel Dining Services Facility
Dormitory	\$24,645.08	JOC	House Demolition
Dormitory	\$168,241.00	JOC	Apartment Complex Demolition
Student Center	\$82,645.60	JOC	Interior Renovations
Classroom	\$34,730.00	JOC	Construct concrete pad for printing press
University Building	\$66,703.11	JOC	Exterior Data Cabling
Classroom	\$49,107.00	JOC	Interior remodel
Gynasium	\$24,994.00	JOC	Interior Renovations
Parking Lot	\$59,439.00	JOC	Asphalt and concrete parking lot repairs

\$698,362.36

**Total JOC Contracts -
Other Educational**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Dormitory	\$28,891.00	TCPN	Fire Wall, Fire Door & Fire Damper Inspections
Dormitory	\$16,114.35	TCPN	Floor replacement; asbestos abatement
Classroom	\$325,488.91	TCPN	Fire Alarm System; Life Safety Upgrades
Classroom	\$23,494.00	TCPN	Interior Renovations
Science Building	\$3,539.00	TCPN	Furnish & install window shades and blinds
Conference Room	\$191,917.00	TCPN	Remodel conference room
Parking Lot	\$64,142.70	TCPN	Parking Lot Renovations
Parking Lot	\$62,985.14	TCPN	Parking Lot Renovations
Retaining Wall	\$17,088.00	TCPN	Remove/replace the north retaining wall including drainage at Coliseum
Parking Lot	\$154,014.89	TCPN	Parking Lot Renovations
Parking Lot	\$112,324.91	TCPN	Parking Lot Renovations
Parking Lot	\$24,418.27	TCPN	Parking Lot Renovations
Dormitory	\$20,610.20	TCPN	House Demolition
Student Center	\$164,943.01	TCPN	Interior Renovations
Dormitory	\$5,148.67	TCPN	New carpet tile, replace rubber base, paint walls and trim
Dormitory	\$55,801.42	TCPN	Sidewalks
Dormitory	\$24,283.77	TCPN	Remove & replace concrete sidewalk
Dormitory	\$18,208.46	TCPN	Structural repairs to crawl space
Library	\$81,721.37	TCPN	Replace library fountain

\$1,395,135.07

**Total TCPN Contracts -
Other Educational**

Parking Lot	\$346,099.60	Other	Parking lot replacement
Classroom	\$442,800.00	Other	Locker Room Renovations

\$788,899.60

**Total Other Contracts -
Other Educational**

\$3,678,117.06

**Total Other Educational
Contracts**



Full Commercial Construction Project History

Project	Contract Amount	Contract Type	Project Description
Commerical Business	\$27,621.00	Other	Excavate detention pond
Bank	\$79,630.00	Other	Install metal roof
Hospital	\$90,113.00	Other	Structural repairs due to building flood
Hotel	\$64,259.72	Other	Repairs due to water loss
Condominiu m	\$70,465.00	Other	Repairs due to freeze
Wellness Center	\$30,775.00	Other	Repairs due to water loss
Commercial Business	\$18,527.01	Other	Repairs due to flood damage
Office Building	\$1,200,000.00	Other	Reconstruct business damaged by roof collapse
Church	\$177,884.66	Other	Repairs due to freeze
Church	\$80,320.38	Other	Repairs per insurance adjustment
Commercial Business	\$100,000.00	Other	Tenant finish out
Recreation Center	\$11,250.00	Other	Replace flooring
Commercial Business	\$150,000.00	Other	Interior finish out
Commercial Business	\$150,000.00	Other	Interior finish out
Church	\$93,085.60	Other	Repairs due to hail storm
Child Care Building	\$5,500.00	Other	Roof Repair
Supported Living Center	\$600,254.63	Other	Fire Sprinkler Modification and Infection Control
Sidewalk	\$371,863.00	Other	Replace Deteriorated & Uneven Sidewalks

\$3,321,549.00

\$13,877,948.55

\$8,517,001.32

\$795,720.03

\$6,378,611.43

\$29,569,281.33

Total Government/Other Contracts

Total JOC

Total TCPN

Total Buyboard

Total Other

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

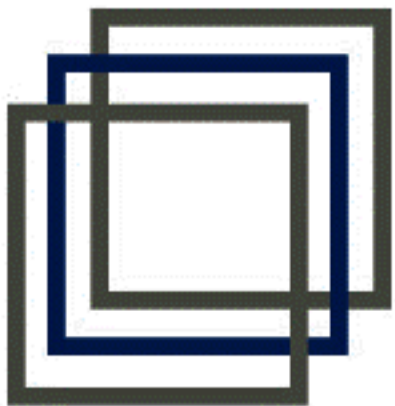
RS Commercial Construction utilizes email for the delivery and communication of work orders. Payments can be received by check through the mail or by ACH/EFT.

I. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that supplier will guarantee each year under the Master Agreement for the first three years.

Year 1 - \$20,000

Year 2 - \$30,000

Year 3 - \$50,000



RSCEC

COMMERCIAL CONSTRUCTION

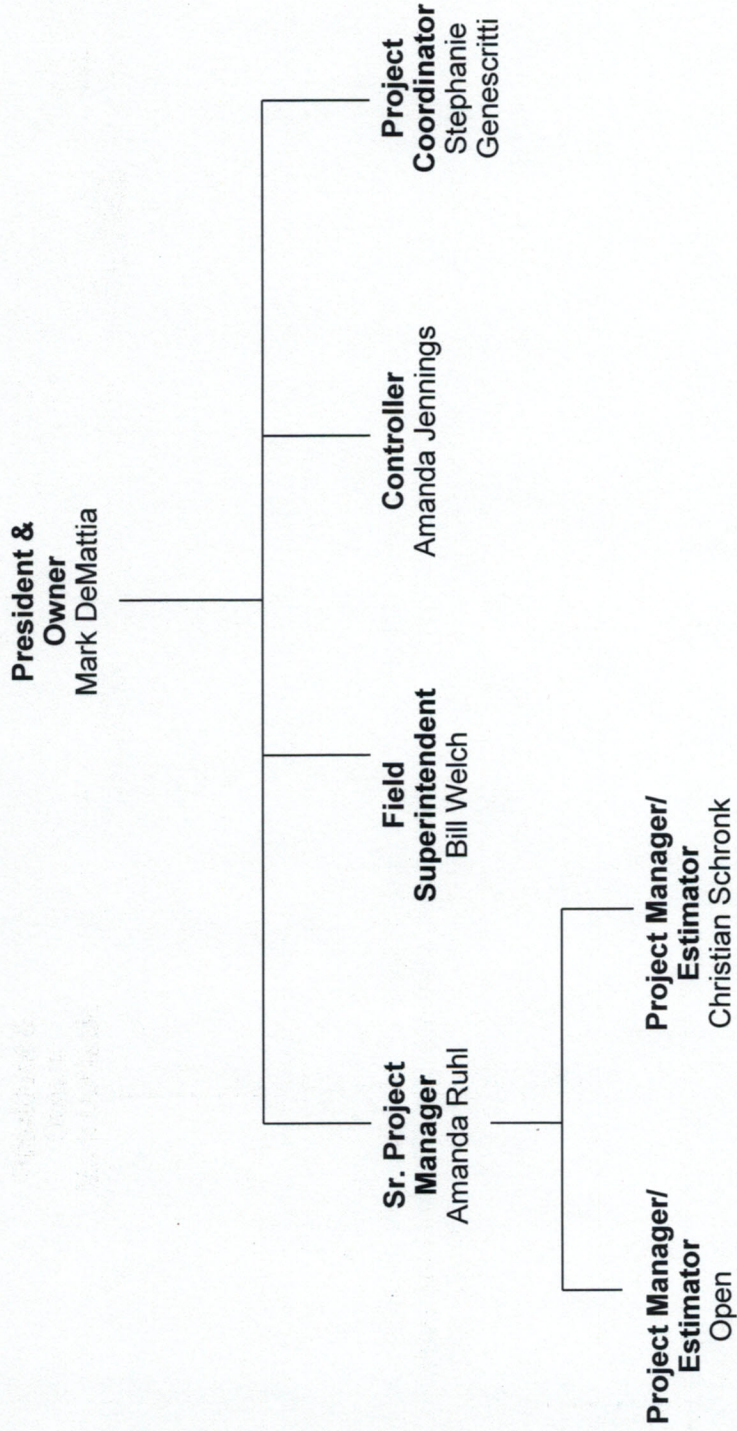
Tab 3 – Offeror’s Proposed Personnel

i. Organizational Chart and Resumes

Please refer to the following pages for the RS Commercial Construction Organizational Chart and resumes for the following key personnel:

- Mark DeMattia, President
- Bill Welch, Superintendent
- Amanda Ruhl, Sr. Project Manager
- Christian Schronk, Project Manager/Estimator
- New Hire – Estimator/Project Manager
- Amanda Jennings, Controller
- Stephanie Genescritti, Project Coordinator

RS COMMERCIAL CONSTRUCTION, LLC
Omnia Partners/Region 4 ESC



Key Personnel



Mark A. DeMattia – President

Mark A. DeMattia has been active in the commercial real estate and construction industries for over 30 years. Currently, he serves as President of RS Commercial Construction, LLC, (www.rscommercialconstruction.com) and he is responsible for all phases of company operations. Mr. DeMattia is also a Principal and co-owner of Keystone Strategies USA, a commercial real estate investment firm that invests in office and commercial buildings across the United States on behalf of foreign clients and investors.

Mr. DeMattia was formerly appointed to serve with the Board of Directors of Duke Realty Investments Inc., a publicly traded New York Stock Exchange Real Estate Investment Trust ("REIT") which had managed a national portfolio of 32 office, retail and industrial properties with a cumulative market value of \$152,000,000.

Mr. DeMattia graduated from the Graduate School of Management at the University of Texas at Dallas with a Master of Business Administration (MBA) degree, with an academic emphasis on International Business Management and Finance. Mr. DeMattia also holds a Bachelor of Science degree in Business and Finance from the College of Commerce and Industry at the University of Wyoming.

Mr. DeMattia is currently President of the Texas Chapter of the Center for JOC Excellence and the Job Order Contracting Association (www.jocexcellence.org). He is the former Chairman of the Planning and Zoning Commission and past Chairman of the Capital Improvements Advisory Committee in the Town of Prosper, Texas. Additionally, Mr. DeMattia is a former member of the prestigious Associazione Italiana Consulenti Immobiliari ("AICI") which is located in Milan, Italy, and a former member of the Advisory Board for Dallas Real Estate Ministries. He is also a licensed Texas Real Estate Broker. Mr. DeMattia is happily married, and his family is active in many local community and Christian organizations in the Dallas, Texas area.



Bill Welch
Field Superintendent

Bill is OSHA 192 certified and excels in “common sense” work as our field superintendent. Bill does an outstanding job of managing multiple job sites and helping insure all RS JOC projects are completed on time, and in a manner consistent with the RS safety plan. Furthermore, Bill is in process of completing OSHA 500 certification.



Amanda Ruhl
Project Manager/Sr. Estimator

Amanda joined the RS Team a year ago and quickly became a valued member with her outstanding communication and “attention to detail” skills. She is also responsible for all areas of estimating, including pre-con inspections, ITB’s, subcontractor negotiations, and RS Means. Amanda’s is OSHA 30 Certified.



Christian Schronk
Project Manager/Estimator

Christian joined the RS Team about a year ago and brings a solid background of construction experience. He is OSHA 10 Certified and is responsible for coordinating job walks, project schedules and proposals.



Amanda Jennings
Controller

Amanda is a valued member of the RS team and does an outstanding job of coordinating all financial statements and reporting as well as all cash management responsibilities.



Stephanie Genescritti
Project Coordinator

Stephanie is the newest member of the RS team and brings several years of residential and commercial construction experience. She is responsible for all areas of contract compliance, subcontractor contracts, insurance requirements, closeout and overall project coordination

PROFESSIONAL PROFILE

Accounting professional with 10 plus years' experience in financial and intercompany accounting that has touched almost all pieces of the accounting cycle

EXPERIENCE

RS Commercial Construction – Dallas, TX Controller

2017-current

- Manage accounts receivable for construction division including collections, invoicing and recording revenue
- Manage accounts payable for construction division including reconciling invoices to project budget, cash disbursement, and credit card reconciliation.
- Responsible for cash management and forecasting for construction division
- Perform payroll for construction division
- Perform and oversee month close process including WIP analysis, adjusting/closing entries, balance sheet reconciliation, and financial statement preparation for construction division
- Act as Liaison between company and external CPA firm
- Perform other financial analysis or projects as needed by management
- Responsible for all insurance renewals and accounting
- Perform all HR functions for company including interviewing and on-boarding

ABSENCE FROM WORKFORCE

2014-2017

In May 2014, I left my position at Textron to focus on my family. During this absence, I spent hundreds of hours volunteering at my children's elementary school, including roles such as room parent, working with students directly in literacy labs, team manager for Destination Imagination, and the PTA Art Day Committee. In Spring 2017, I was able to add value to Art Day by converting their scheduling process from a manual process to a streamlined Excel based process.

PRIOR PROFESSIONAL EXPERIENCE

Textron, Inc. – Fort Worth, TX

2008 - 2014

Textron, Inc. – Corporate Division (Sr. Accounting Analyst)

2012 - 2014

- Responsible for maintaining accounts reconciliations related to accruals and prepaid accounts
- Prepared all journal entries related to IT departments
- Prepared all intercompany chargebacks to Textron business units related to IT departments
- Reviewed month-end results and provided explanations for variances
- Adjusted forecast for all IT departments by monthly meetings with department owners
- Prepared budget for all IT departments including expense, cash and capital
- Responsible for billing chargeback and inventory coding for enterprise telecommunications and infrastructure costs
- Responsible for various ad-hoc financial analysis for internal and external customers
- Prepared Quarterly IT Performance Report submitted to Textron CFO
- Acted as Finance Liaison between business unit finance teams and Textron IT
- Documented SOX walk-thru for IT controls

Textron, Inc. – Bell Helicopter Division (Sr. Financial Administrator – Intl Accounting)

2010-2012

- Responsible for maintaining 30 balance sheet reconciliations (including intercompany and capital)
- Led Blackline Reconciliation Implementation for Balance Sheet reconciliation preparers
- Prepared adjusting and eliminating journal entries
- Responsible for translating and consolidating financial statements for international affiliates
- Implemented process for local currency reporting in Hyperion Financial Management
- Responsible for royalty reporting and forecasting
- Prepared NAICS, BE-125, BE-11, and Destination Sales for Government Reporting
- Maintained cash flow statements for international affiliates
- Maintained and confirmed intercompany balances with international affiliates

- Responsible for various ad-hoc requests related to international affiliates for internal and external customers
- Assisted in the interim/year-end audit by preparing schedules and documentation

Textron, Inc. – Bell Helicopter Division (Sr. Cost Accountant)**2008-2010**

- Responsible for maintaining balance for three inventory groups between SAP general ledger, legacy subsidiary ledger and material requirements planning (MRP) system
- Led standard cost cleanup efforts post SAP go-live
- Responsible for conducting physical inventory audits of various inventory groups
- Processed various correcting adjustments to general ledger and subsidiary ledger
- Prepared month end journal entries for inventory accounts
- Provided material cost information to outside departments on an ad-hoc basis
- Assisted in the interim/year-end audit by preparing schedules and providing documentation

**Packaging Corporation of America – Arlington, TX
Plant Accountant****2006-2008**

- Responsible for assisting plant controller in month /year end closing process including preparing journal entries and balance sheet reconciliation
- Supervised and calculated value for finished goods and WIP inventory counts
- Backed up daily invoicing, weekly payroll processing and accounts payables as needed
- Prepared weekly forecast for operating profit
- Prepared variance analysis for forecast versus actual
- Maintained accounts receivable subsidiary ledgers and collect delinquent accounts
- Prepared customer credit authorization from Duns & Bradstreet data
- Prepared capital project requests and maintain project spending logs
- Prepared "Prepared by Client" reports for internal audit as well as assist in Annual Financial Review for sister plant

**Airbase Services, Inc. – Grand Prairie, TX (Aerospace)
Staff Accountant/Accounts Payable Supervisor****Bank One – Fort Worth, TX (Finance)
Customer Service Representative****EDUCATION**

Bachelor of Science, Accounting, University of North Texas, Denton, TX, 3.9 GPA, 4.0 ACCT GPA**TECHNICAL SKILLS**

ERP: SAP**OFFICE SOFTWARE:** Excel, Word, Power Point, Outlook, Access**DATABASE:** COGNOS Impromptu**ACCOUNTING:** Lawson, Hyperion, Great Plains Dynamic, BAAN, AS400, CIMS.NET, Foundation**RISK MANAGEMENT:** RAM

EXPERIENCE

Commercial Estimator/Project Manager

November 2018 - Present

RS Commercial Construction, LLC, Dallas, TX

- Attend walk throughs and Pre-Bid meetings with the Clients, Architects, Engineer
- Coordinate subcontractor walk-throughs.
- Prepare final proposal to be submitted using RS Means.
- Prepare a Job Schedule and coordinate Subcontractor on various Project.
- Create Change orders when necessary during a project.
- Prepare certificate of completion at the end of a project.

Construction Project Manager

May 2017– June 2018

Dickey's Barbeque Pit, Dallas, TX

- Guide each Owner through the development of their store from the time the Franchise Agreement is signed to the day the store opens for business.
- Manage relationships with Owner, General Contractors, and often Landlords to ensure the project completes on time and within budget.
- Work closely with Design and Permit team to secure required building permits and with the Equipment team to ensure necessary equipment is ordered on time.
- Initiate weekly status calls with Owners to ensure they are aware of required steps to complete their project on time and to make sure they are getting everything they need from our team and the GC.
- Work closely with city offices to ensure inspections requirements are met and times verified for each project.

Facilities Coordinator

August 2013– May 2017

Travelex Currency Services, Dallas, TX

- Provide Facilities support for 260 stores in Canada and the United States
- Develop and maintain current Facilities systems/operations.
- Trouble shoot and solve operational problems in a timely manner.
- Negotiate tenancy floor plans with designer and Airport Authorities and/or landlords and their representatives.
- Manage all 3rd party relationships, such as store security, office supply companies, and independent contractors.
- Special Projects
 - Write and manage RFPs for improved maintenance, architectural and security services, resulting in cost and service efficiencies
 - Supervise opening and closing of around 100 retail locations, managing remote and on-site logistics, staff transitions and inventory.
 - Award received: Annual TravelEx Business Partner Award, 2016

Sales Manager, Travelex Currency Services, Dallas, TX

October 2010 – August 2013

- Direct and oversee operations, marketing, P&L, and project management for 5 stores in Texas
- Hiring, training, supervision and dismissal of full and part time staff.
- Improve efficiency of physical and accounting operations and profitability.
- Implement marketing programs.
- Special Projects:
 - Consult with regional management to identify location of new Travelex stores.
 - Launch new store locations, including operations and staffing nationwide.
 - Travelex Annual Awards received: Responsible (2), Caring, Relentless.

Sales Consultant, Travelex Currency Services, Portland, OR

June 2008 – October 2010

- Customer Service, Marketing, Sales and Operations
- Independent location operation as well as collaborative team development and new hire training

EDUCATION/TECHNICAL SKILLS

Bachelor of Science, Housing Studies
Oregon State University
Corvallis, OR

**Graduated
2013**

Project Management Certificate
Richland College
Richardson, TX

2013

TECHNICAL SKILLS

- AutoCAD, RSMMeans, Blueprint Reading
- MS Excel, MS Word, MS Project, MS Outlook
- OSHA30 in Progress

PROFESSIONAL PROFILE

I have 21 years of experience in all phases of construction as a project superintendent. I started my career in the construction field in 1997 as a union carpenter working on all types of construction from residential, 45 story high rises & heavy highway. I have experience in production & operations of overseeing projects from start to finish, project take offs, scheduling materials, overseeing crews performing daily activities & punch list. I am goal-oriented with conducting inspections of construction sites & serving as an authority on policies, strategies & tactics concerning issues in the design & operation of existing, new & future construction. I possess a comprehensive background in providing facility planning, program guides, project management, budget analysis & a complex safety & technical expertise.

EXPERIENCE

Project Superintendent/CSM – RS Commercial Construction, LLC, Dallas, TX **June 27, 2017 – Present**

Oversee Crews performing day-to-day operations on all RS projects. Assist project management and other members of the RS team with operations, schedules. Provide safety guidance & training to crews working on RS projects. Provide detailed daily reports of current projects.

Project Safety & Field Supervisor – J&K Development (ACT Const.), Lewisville, TX **August 9, 2016 – June 2017**

Provide hands on safety training to crews working on current projects. Oversee day to day Operations and plan review. Completed 3- Nothing Bunt Cake stores Texas, Colorado & Florida. Completed 1-Jimmy Johns Perris California. 2- Retail Remodels Allen, TX. Assist project managers with change orders and clients. Daily reports of construction Progress & safety reports & corrected issues onsite.

Project Superintendent – Zachary Construction Co., Houston, TX **April 2015 – August 2016**

Oversee the construction of 26 miles of new toll highway and frontage roads (Phase F-1) in Tomball, Texas. Monitor day-to-day construction activities of all trades from earth work to structures. Compose daily project reports with field Foreman and weekly progress meetings & safety meetings with all crew members.

Project Superintendent - Skanska Building Construction **March 6, 2014- April 2015**
(Rocky Mountain District) Cortez, Colorado

Superintendent - Bluebonnet Contractors – North Richland Hills, TX **March 2012 – March 2014**

Superintendent - Economy Forms Corporation, Dallas, TX **November 2008 – February 2012**

Superintendent - Kiewit Building Group – Omaha, Nebraska **August 1997 – October 2008**

Typical Project Responsibilities Include:

- Direct day-to-day on-site supervision of field labor force
- Inspection of Contractor or (Sub)Contract operations to ensure compliance with Contract
- Review and approve Trade Contractor Payment Applications with Project Manager
- Maintain good relationships with internal and external clients, including representatives of Owner and Architect/Engineer
- Develop and maintain site logistics plan, in coordination with Project Manager
- Conduct quality inspections
- Coordinate site testing and inspection efforts

- Monitor costs, including labor time and material
- Communicate and enforce Safety and Health Management Program
- Demonstrate commitment to an Injury-Free Environment through own actions and mentoring others
- Manage schedules, including preparation of detailed short-term schedules and ensuring all activities take place on or ahead of scheduled dates
- Prepare and submit Superintendent's Daily Reports
- Attend and participate in project meetings, including subcontractor meetings
- Schedule & order material for all phases of the project

CERTIFICATIONS

OSHA 30hr. National Fire Academy Hazardous Material. National Fire Academy - Safety Officer. First Aid & CPR. TxDOT Environmental-ENV432, CON816, MNT415. TEEX MUTCD Work Zone. TEEX Contractor's Responsible Person for Temporary Traffic Control. Heavy Equipment Safety in work zones. NFPA - Confined Space & Trench Rescue level 1 & 2.

VOLUNTEER WORK

Lieutenant/Safety Officer, Double Oak Vol. Fire Department

Assisted in coordinating annual Easter Egg Hunt benefiting the Children's Hospital

EXPERIENCE

Commercial Estimator/Project Manager

January 2019 - Present

RS Commercial Construction, LLC, Dallas, TX

- Attend walk throughs and Pre-Bid meetings with the Clients, Architects, Engineer
- Coordinate subcontractor walk-throughs.
- Prepare final proposal to be submitted using RS Means.
- Prepare a Job Schedule and coordinate Subcontractor on various Project.
- Create Change orders when necessary during a project.
- Prepare certificate of completion at the end of a project.

Builder

September 2018– December 2018

Bella Vista Remodeling, Dallas, TX

Streamlined in sequential order specific tasks to complete a full residential remodel and additional detached garage. Responsible for scheduling and follow through with quality of work, processing payments for vendors, and quick decision making when faced with problematic situations. Would mediate between homeowners and vendors when design aspects were not originally thought of to quickly come to a reasonable solution agreed upon by both parties. Scouted best vendors priced competitively to maximize results. Would schedule out tasks up to a month in advance and inspect work during and after to confirm best quality.

Superintendent

March 2018– September 2018

Grand Homes, McKinney, TX

Using vendors and trades and updated scheduling system known as Buildpro to maintain a working schedule system to facilitate the progression of the homes during the building process. At all stages of the building process using quality control checklist to verify the highest quality work is being completed. Quality control inspectors verify that all work is being completed accordingly. Awarded 3 months consecutively highest production within the region and most organized. Carrying \$4,000,000 worth of projects at one time. Would keep in contact weekly for updates, either in person or via phone call. Scheduled and organized pre construction meetings, pre sheetrock meetings to address any questions or concerns and set expectations during the construction phase. Able to slash cost and expenses saving time and money on completed projects and increase word of mouth referrals.

Ass't. Superintendent, DR Horton Home Building, McKinney, TX

February 2017 – March 2018

Using vendors, trades, and electronic scheduling systems (CSME) created schedules and spreadsheets to monitor progression. Stayed in constant contact with buyers and craftsmen to update building schedule due to weather or available labor. Closely monitored every stage of construction to prevent any major delays or concerns. Worked closely with city inspectors and officials to receive proper tags and approval letters during the course of completion Engaged with home buyers to verify that all work expectations were completed, and promptly fixed any issues or concerns. Successfully closed 35 homes in 9 months with an average build time of 115- 135 days.

Assistant Superintendent, Andres Commercial Construction, Dallas, TX

May 2015 – February 2016

Initially hired for a two-month internship and extended for nine months based on quality of work on a multi-family structure with the inclusion of field/office work. Started off preparing units for frame inspections making sure mechanicals and all penetrations were sealed properly. Excelling at basic responsibilities; was promoted multiple times once to supervision of cleaning crews, safety standards for vendors, and maintaining responsibilities for preparations for inspections. Final promotion was of finish out of units to the owner of the project. Responsible for 30 turnkey units a month while performing all previous responsibilities.

EDUCATION/TECHNICAL SKILLS

Bachelor of Science, Integrative Studies

University of North Texas
Denton, TX

BA Majoring in Business, Technology, and Psychology

Project Management Certificate

Richland College
Richardson, TX

2013

RSMeans,

MS Excel, MS Word, MS Project, MS Outlook

OSHA10 Certified

EXPERIENCE

RS Commercial Construction – Dallas, TX **Project Coordinator**

2019 - current

- Prepare and issue contracts to subcontractors.
- Secure all project related documents (e.g. Bonds, Insurance, Permits, HUB Data, etc.)
- Maintain contract files and monitor related documents to ensure all requirements are met from project commencement through project closeout.
- Gather, distribute and track submittals between subcontractors, architects, engineers and owners. MWBE/HUB Plan coordinator.
- Create project budgets and monitor for adjustments during project duration.
- Prepare, submit and track change orders to subcontractors and owners.
- Heavy communication with subcontractors, owners, architects, engineers and project managers.
- Prepare closeout binders on commercial projects.
- Assist Project Managers and Estimators, as needed.
- Research and secure project materials and equipment, as needed.

Cornerstone Commercial Services – Dallas, TX **Project Coordinator**

2018-2019

- Coordinate project management activities, resources, equipment and information.
- Break projects into doable actions and set timeframes.
- Liaise with clients to identify and define requirements, scope and objectives.
- Assign tasks to internal teams and assist with schedule management.
- Make sure that clients' needs are met as projects evolve.
- Help prepare budgets.
- Handling and preparing all AIA documentation for contracting purposes.
- Analyze risks and opportunities.
- Oversee project procurement management.
- Monitor project progress and handle any issues that arise.
- Act as the point of contact and communicate project status to all participants.
- Work with the Project Manager to eliminate blockers.
- Use tools to monitor working hours, plans and expenditures.
- Issue all appropriate legal paperwork (e.g. contracts and terms of agreement).
- Create and maintain comprehensive project documentation, plans and reports.
- Ensure standards and requirements are met through conducting quality assurance tests

KPost Roofing and Waterproofing – Dallas, TX **Service Scheduler**

2017-2018

- To achieve company revenue, expense, and profit goals.
- Worked directly with Company sales department to manage and recruit clients.
- Collaborate with employees to meet and exceed industry standards, and methods.
- Assist the service manager in running the day to day activities of the service department specifically, by overseeing the creation of T&M WOs, contacting customers and scheduling Work as well as follow up after completion of the job.
- Oversee all field operations for the service department.
- The first line in of contact for the Service Department.
- Coordinate with clients to achieve maximum customer satisfaction.
- Expert user of the company's CRM.

S&F Building Consultants – Dallas, TX
Project Manager**2012-2017**

- Prepared contracts, to include reviewing all agreements of jobs closed, the scope of work bid matches terms and conditions of the agreement, that exclusions are correct, and contract amount matched bid amount.
- Submittals the county to receive permits, created agreement orders to match the scope of work being done to a project.
- Sending out RFI when needed following up with the changes that were made with the client and employees to make sure jobs were running smoothly without unnecessary delay.
- Responsible for the procurement of insurances and tax-exempt documentation.
- Coordinating customer relations and requests, also being the first line of contact for client's questions about project status.
- Creating an AP, AR reports for the bookkeeper.
- Creating and reviewing PO's and vendor invoices of purchases for jobs.
- Review weekly work reports and other project expenses on projects.
- Accepting draws making sure that all parties were paid on time.
- Having weekly jobsite meetings related to progress on jobs to ensure that quality of construction and deadlines are being met.
- Allocated necessary project resources including subcontractors, suppliers and company labor.
- Created and developed a comparison system of company's subcontractors and a convenient.
- Fixed software related issues for key documents across the company.

EDUCATION

Bachelor of Science, Health Science, University of Florida, Gainesville**TECHNICAL SKILLS**

Software: Microsoft Office Suite include: Word, Excel, PowerPoint, QuickBooks, Intuit**Field Service Management, Salesforce, Mercury, Epitome PMS, Oracle, Workday,****Dataforma, Fleetmatics, Corrigo, Zoho Projects, Drawboard PDF, Procore Bluebeam, and****Fountain.**

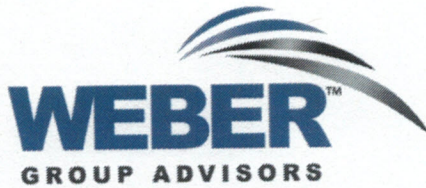
ii. **Identify proposed personnel who worked on the projected listed under section xiv of Offeror's Experience and Reputation and describe which projects they worked on and their role in the project.**

- **Mark DeMattia, President** – Executive in charge of management oversight of company (all 5 projects listed)
- **Amanda Ruhl, Project Manager** – Point of contact for job walk coordination, SOW and proposal submittal, schedule coordination, and project close out. (all projects excluding TWU Stoddard Hall Doors)
- **Bill Welch, Superintendent** – Responsible for day to day supervision of job site and safety compliance. (all projects listed)

Tab 4 – Offeror’s Financial Capability is Appropriate to the Size and Scope of the Project

- i. **Provide a statement of the Company’s bonding capacity.**

Please see following bonding letter from Weber Associates.



EARNING YOUR TRUST • PROTECTING YOUR FUTURE

November 14, 2019

Re: RS Commercial Construction, LLC

Dear Sir or Madam:

We are the bonding agent RS Commercial Construction. Their bonds are provided through Hudson Insurance Company. Hudson Insurance Company has an A.M. Best rating of A (Excellent) and a Financial Size Category of XV (2 Billion or greater). RS Commercial Construction is approved for bonding into the \$2,000,000 single/\$10,000,000 aggregate range.

Based on contract documents satisfactory to both RS Commercial Construction as Principal and Hudson Insurance Company as Surety, we are prepared to provide individual industry standard performance and payment bonds when requested for various projects. As always, any specific commitment to the bond would be predicated upon RS Commercial Construction continuing to comply with all basic surety underwriting conditions and standards and a satisfactory review of all contract terms, conditions and financing.

Please note this letter is NOT an assumption of liability, nor is it a bid bond or a performance or payment bond. It is issued solely as a bonding reference at the request of our client. It is understood, of course, that any arrangement for performance and payment bonds is a matter between RS Commercial Construction and Hudson Insurance Company. We assume no liability to the recipient of this letter or any third parties if for any reason we do not provide performance and payment bonds of any kind.

Our company deals exclusively with the commercial construction and we are pleased to highly recommend RS Commercial Construction to you. Please feel free to contact me should additional information be required.

Best regards,

A handwritten signature in blue ink that reads "Darrin J. Weber". The signature is fluid and cursive, with the first name being the most prominent.

Darrin J. Weber, CPA, CIC, CRM
President & CEO

- ii. **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

RS Commercial Construction has not had any past or current litigation, bankruptcy, reorganization or state investigations of entity or current officers and directors.

- iii. **List all projects in the last 5 years that have gone to claim, litigation, the Owner's decision, mediation or arbitration with the Owner. List outcome of the Owner's decision, litigation or arbitration. List any construction projects Offeror failed to complete because of financial reasons, labor disputes, failure of your employees to perform or any other reason.**

None of these situations apply to RS Commercial Construction projects.

- iv. **Company's DUN & Bradstreet number.**

RS Commercial Construction does not have DUN & Bradstreet number.

v. **Provide a certificate of insurance.**

Please see following certificate of insurance issued by Weber Associates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2020

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

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

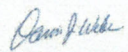
PRODUCER Weber Group Advisors 13601 Preston Road, Suite E740 Dallas TX 75240	CONTACT NAME: April Penny
	PHONE (A/C, No, Ext): (972) 961-3930 FAX (A/C, No): (972) 961-3931
	E-MAIL ADDRESS: apenny@webergroupadvisors.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: FCCI Insurance Company 10178
	INSURER B: Texas Mutual Insurance Company 22945
	INSURER C: Travelers Lloyds Insurance Company 41262
	INSURER D: Travelers Property Casualty Co of Amer 25674
	INSURER E: AXIS Surplus Insurance Company 26620
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 19/20 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 100049493	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA 100049495	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB 100049494 ZUP-91N16156-19-NF	7/1/2019 7/1/2019	7/1/2020 7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001271884	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C E	Builders Risk / Equipment Professional / Pollution Liab			QT-660-1L166832-TLC-19 CM004112-01-2019	7/1/2019 7/1/2019	7/1/2020 7/1/2020	Leased/Rented Equip: \$250,000 BR Limit: \$500k Professional: \$2M occ / \$2M agg Pollu: \$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Region 4 Education Service Center Solicitation Number 20-01 Job Ordering Contracting Services. See next page for blanket additional insured information.

CERTIFICATE HOLDER Region 4 Education Service Center 7145 West Tidwell Rd Houston, TX 77092	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Darrin Weber/APENN 

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COMMENTS/REMARKS

The General and Auto Liability policies include a Blanket Additional Insured endorsement that provides Additional Insured status to any person or organization required by written contract or agreement. XCU is NOT excluded.

The General Liability Additional Insured endorsement provides Ongoing and Completed Operations coverage to any person or organization required by written contract or agreement.

The General Liability and Auto Liability policies includes Primary and Non-Contributory wording when there is a written contract or agreement requiring such status.

The General and Auto Liability and Workers Compensation policies include a Blanket Waiver of Subrogation endorsement if required by written contract or agreement.

The Umbrella Liability policy follows form of the underlying General, Auto and Employers Liability policies.

30 Days Notice of Cancellation is provided if required by written contract or agreement.

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 Special Conditions
- DOC #6 Questionnaire
- DOC #7 Bid Guarantee
- DOC #8 Price Proposal Form (Appendix D)

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.)

1/21/2020

Date



President

Authorized Signature & Title

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

Electronic Filing Application:

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

Frequently Asked Questions:

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Certificate Number:
2020-578730

RS Commercial Construction
 PROSPER, TX United States

Date Filed:
01/18/2020

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

Date Acknowledged:

Region 4 Education Service Center

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

20-01
 JOC Contracting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DeMattia, Mark	Prosper, TX United States	X	

5 Check only if there is NO Interested Party.

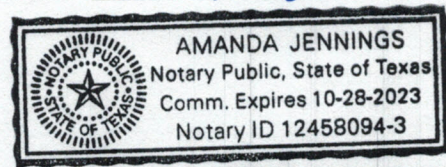
6 UNSWORN DECLARATION

My name is Mark DeMattia, and my date of birth is 5-15-59.

My address is 1720 Winding Creek, Prosper, TX, 75078, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 21 day of Jan, 2020.
(month) (year)



[Handwritten Signature]
 Signature of authorized agent of contracting business entity
 (Declarant)

Texas Government Code 2270 Verification Form

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

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

I, Mark DeMattia, as an authorized representative of

RS Commercial Construction, LLC, a contractor engaged by

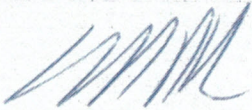
Insert Name of Company

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

1/21/2020

Date

SPECIAL CONDITIONS

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

Conflicts of Interest

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

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

Federal Requirements

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

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

1. Termination for Convenience:

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

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in

their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination

issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

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

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

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

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

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

The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

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

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

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

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.

§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

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

“Clean Air Act

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

42 U.S.C.
§ 7401 et seq.

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

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

Federal Water Pollution Control Act

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

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

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

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the*

Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

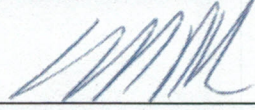
(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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



Signature of Contractor's Authorized Official

Mark DeMattia, President

Name and Title of Contractor's Authorized Official

1/21/2020

Date”

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

- (i) Competitively within a timeframe providing for compliance with the contract

performance schedule;

- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

11. Additional FEMA Requirements.

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

b. Changes.

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

c. Access to Records.

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

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

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

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

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

12. DHS Seal, Logo, and Flags.

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

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

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

14. No Obligation by Federal Government.

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

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

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

Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

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

Offeror's Name:

RS Commercial Construction, LLC

Address, City, State, and Zip Code:

17250 Dallas Parkway Dallas, TX 75078

Phone Number: 214-637-2205

Fax Number:

Printed Name and Title of Authorized

Representative: Mark DeMattia, President

Email Address:

markd@rscommercialconstruction.com

Signature

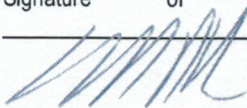
of

Authorized

Representative:

1/21/2020

Date:



QUESTIONNAIRE

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

1. Coverage

Has a list of states, where services are being offered, been attached to the end of this Questionnaire? *For each state where services are offered, provide where services are being offered and applicable licenses; attach documents to the end of this Questionnaire.*

Yes No

Does your company cover all areas within the state of Texas? *If not, provide a list of all counties where services are being offered and attach to the end of this Questionnaire.*

Yes No

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

3. Diverse Vendor Certification Participation

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE

Yes No

List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE

Yes No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB

Yes No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone

Yes No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity
certificate holder

Yes No

List certifying agency: _____

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

Appendix C – Doc # 6 Responses

1) List of States where services are being offered.

RS Commercial Construction will offer services in Texas, Oklahoma, Louisiana, Arkansas, Kansas, Colorado and New Mexico.

2) List of diversity partners

RS Commercial Construction places priority on utilizing subcontractors that are Highly Underutilized Business (HUB) certified or M/WBE certified.

The following are a list of our diversity partners:

- A-Star Heating and Air, Inc. (HUB # 1270261067100)
- Integrus Electric (HUB # 1352490063900)
- Castro Roofing (MBE # HMMB76249N0319) (HUB # 1752365883300)
- Empire Roofing (MBE # HMMB70755N0520)
- DMCA, Inc. (HUB # 1760446448100)
- BC Stonemill (WBE # WFVB63977N0721)
- Enviro Services, Inc (HUB # 1752934716700)

Certificate of Registration

Registration No. BU128000

The following is registered with the City of Dallas as a

BUILDING CONTRACTOR

Name:	RS COMMERCIAL CONSTRUCTION LLC
Address:	17250 Dallas Parkway, Dallas, TX 75248
Registration Date:	07/24/2019
Registration Expires:	07/25/2020
Responsible:	WALLER, GAYLE 4808 SIMONTON DALLAS, TX 75244 (972) 954-2279

The privileges conveyed by this registration are not transferable.
Your registration number BU128000 must be on all permit applications.

Philip Sikes

Philip Sikes, Building Official



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1270261067100
File/Vendor Number:	484944
Approval Date:	9/12/2017
Scheduled Expiration Date:	9/12/2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

ASTAR HEAT & AIR INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 9/15/2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



Women Business Enterprise (WBE)
BC Stonemill, LLC

BC Stonemill, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

- NAICS 238340: MARBLE, GRANITE, AND SLATE, INTERIOR INSTALLATION CONTRACTORS
- NAICS 238350: COUNTERTOP, RESIDENTIAL-TYPE, INSTALLATION

This Certification commences July 19, 2019 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: July 31, 2021
Issued Date: July 19, 2019
CERTIFICATION NO. WFWB63977N0721



Elicia Mitchell

Certification Administrator



Minority Business Enterprise Certification

Castro Roofing of Texas, LLC

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238160: Roofing Contractors

This Certification commences March 30, 2017 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Eveie Mitchell

Certification Administrator

Certification Expiration: March, 20 19

Issued Date: March, 20 17

CERTIFICATION NO. HMMB76249N0319



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752365883300
File/Vendor Number:	066348
Approval Date:	31-MAR-2015
Scheduled Expiration Date:	31-MAR-2019

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
CASTRO ROOFING OF TEXAS, L.L.C.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 03-APR-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1760446448100
File/Vendor Number:	009516
Approval Date:	06-NOV-2019
Scheduled Expiration Date:	06-NOV-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

DMCA, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 08-NOV-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



Minority Business Enterprise (MBE)
Empire Roofing, Inc.

Empire Roofing, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 238160: ROOFING CONTRACTORS
NAICS 423330: ROOFING, SIDING, AND INSULATION MATERIAL MERCHANT WHOLESALERS

This Certification commences May 31, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: May 31, 2020
Issued Date: May 31, 2018
CERTIFICATION NO. HMMB70755N0520

Certification Administrator



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Women's Business Council - Southwest (WBCS), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to remain certified with the WBCS, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the WBCS in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the WBCS and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the WBCS, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752934716700
File/Vendor Number:	01220
Approval Date:	12-MAR-2019
Scheduled Expiration Date:	31-MAR-2020

In accordance with the Memorandum of Agreement between the Women's Business Council - Southwest (WBCS) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

ENVIRO SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 18-MAR-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBCS's program, you must immediately (within 30 days of such changes) notify the WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1352490063900
File/Vendor Number:	485327
Approval Date:	05-NOV-2018
Scheduled Expiration Date:	05-NOV-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

INTEGRUS ELECTRIC, LTD.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-NOV-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.