

**AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR
HVAC EQUIPMENT, INSTALLATION, SERVICE & RELATED PRODUCTS -
SUPPLEMENTAL**

This Agreement to use the Local Government Contract for HVAC Equipment, Installation, Service & Related Products - Supplemental ("Agreement") is made and entered into as of _____ (the "Effective date") by the City of North Las Vegas, a Nevada municipal corporation ("City") and ACCO Engineered Systems, Inc., California corporation, ("Services Provider").

RECITALS

WHEREAS, the City desires to obtain services from Services Provider under the terms and conditions set forth in that certain NCPA Contract Number 02-73 for HVAC Equipment, Installation, Service & Related Products - Supplemental entered into between Region XIV Education Service Center and Services Provider effective December 6, 2019, with its attendant contract documents, attachments, and exhibits (collectively, the "Original Contract"). The Original Contract is attached as Exhibit A;

WHEREAS, NRS 332.195 (1)(c) permits the City to enter into a contract pursuant to a solicitation by a cooperative purchasing organization with the authorization of the contracting Provider;

WHEREAS, Services Provider can provide the goods and services that the City seeks at the rates set forth under the Original Contract; and

WHEREAS, the City desires the replacement of three (3) RBI hydronic boilers ("Products") for the City's Justice Facility located at 2332 Las Vegas Boulevard, North, North Las Vegas, NV 89030 ("Project") including Supply all labor, materials, and equipment required to deliver, isolate, depressurize, lock out/tag out Justice Center hot water system as required to allow replacement of affected machinery; demo and removal of (3) existing RBI boilers; removal of existing as well as the lowering of replacement RBI boilers via crane service; set all three (3) boilers; reconnect exhaust flue, hot water lines, and gas lines; clear lock out/tag out and retest all connections; startup all three (3) replacement boilers and perform combustion analysis, and perform all permitting testing as required by the State of Nevada ("Services") provided on Services Provider's proposal #2022-7301104214 dated June 20, 2022. A copy of Services Provider's proposal #2022-7301104214 dated June 20, 2022 ("Proposal") is attached hereto as Exhibit B; and

WHEREAS, the City and the Services Provider intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

SECTION ONE
AFFIRMATION OF ORIGINAL CONTRACT

1.1. The City and the Services Provider agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Services Provider hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

1.3. Wherever the term “Region XIV Education Service Center” appear in the Original Contract, the parties deem such terms to mean the “City” or “City of North Las Vegas.”

SECTION TWO
ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the Effective Date and will continue until project completion (“Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the goods and services according to the prices and fees described in Exhibit A (The “Original Contract”) in an amount not to exceed Eighty-Four Thousand Eight Hundred Ninety-Seven Dollars and 00/100 (\$84,897.00). The prices in the Original Contract shall remain in effect for the duration of this Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Services Provider for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

2.2. Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Services Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Services Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
Attention: Accounts Payable
2250 Las Vegas Blvd. North, Suite 700
North Las Vegas, NV 89030

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 820
North Las Vegas, NV 89030
Phone: 702-633-1745

To Services Provider: ACCO Engineered Systems, Inc.
Attention: Mike Nilson
6678 West Sunset Road, Suite 160
Las Vegas, NV 89118
Phone: 702-405-1811
Email: mnilson@accoes.com

2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

2.5.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

2.5.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2.5.3 Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

2.5.4. Property Installation Floater covering property damage to any equipment

damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

2.5.5. Contractors Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

2.5.6. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

2.5.7. The insurance policies are to contain, or be endorsed to contain, the following provisions:

2.5.7.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2.5.7.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

2.5.7.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

2.5.7.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

2.5.7.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

2.5.7.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

2.5.7.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

2.5.7.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

2.5.7.9. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2.5.7.10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

2.5.7.11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

2.5.7.12. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

2.5.7.13. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.6. The Services Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Services Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all

applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Services Provider without the prior written consent of the City shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Services Provider shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.8.4. Attorney's Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 2.8.4. shall survive the completion of this Agreement until the applicable statutes of limitation expire.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

2.8.7. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed

by the Services Provider under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Services Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Services Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Services Provider, the Services Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney’s fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

2.8.9. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

2.8.10. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,
a Nevada municipal corporation

ACCO Engineered Systems, Inc.,
a California corporation

By: _____
John Lee, Mayor

By: Bryan Cooper
Title: Regional Manager
Name: Bryan Cooper

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

NCPA Contract Number 02-73

Please see attached page(s).



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Friday, December 6th, 2019

ACCO Engineered Systems, Inc.
ATTN: Patrick Rochon
6446 E. Washington Blvd
Commerce, CA 90040

Dear Patrick:

Region XIV Education Service Center is happy to announce that ACCO Engineered Systems, Inc. has been awarded an annual contract for HVAC Equipment, Installation, Service & Related Products - Supplemental based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2020. The contract can then be renewed annually for an additional four years, if mutually agreed on by Region XIV ESC and ACCO Engineered Systems, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads 'Shane Fields'.

Shane Fields
Region XIV, Executive Director

Request for Proposal (RFP) for HVAC Equipment, Installation, Service, & Related Products - Supplemental

Solicitation Number: 29-19

Publication Date: Tuesday, October 8th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, November 19th, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, November 12th, 2019. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for HVAC Equipment, Installation, Service, & Related Products - Supplemental for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products - Supplemental, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

HVAC Equipment, Installation, Service, & Related
Products - Supplemental

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 29-19



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of HVAC Equipment, Installation, Service, & Related Products - Supplemental.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

◆ Vendor Scope

- It is the intention of Region 14 ESC to establish a contract with vendor(s) for HVAC Equipment, Installation, Service, & Related Products-Western USA. Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.
- Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.
- Region 14 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Region 14 ESC also requests any value-add product or service that could be provided under this contract.
- While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products-Western USA, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business. The scope of this RFP shall include but not be limited to the following products and services:
 - **HVAC Refrigeration** Type- Rotary, Centrifugal, Scroll, Reciprocating, Absorption
 - **Indoor Air Quality Products and Devices** Type- Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.
 - **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits
 - **Air handling** Type- central station-manufactured or custom makeup air, fan, filter, coil sections
 - **Air Terminal Devices and Heating Products** Type-VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors
 - **DDC Controls** Type-core components, end devices, lighting, panels
 - **Cooling Towers** Type- open, closed, evaporative, other
 - **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
 - **Invertors**
 - **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other

- **HVAC Specialty Products** Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- **Equipment Parts and Supplies** Type- manufactured parts, emergency parts service, miscellaneous material and supplies and other
- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other
- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other
- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Energy Services** Type-Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- **Equipment Rentals** Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other
- **Financial Services** Type- leasing, prompt and pre-payment discounts, guaranteed savings and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
- **Site Surveys** Type- Equipment, system analysis, operational, architectural and other

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packages must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:

Company:

Address:

City, State, Zip:

Solicitation Name and Number:

Due Date and Time:

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Administrative Fee

- All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**.

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 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 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is

being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ 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 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

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party 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.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 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 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - ◆ Providing material that does not meet the specifications of the contract;
 - ◆ Providing work and/or material that was not awarded under the contract;
 - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
 - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
 - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 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 become the property of Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the

opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is 10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer
- ◆ References (10 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
 - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
 - Customer Service
 - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
 - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
 - Green initiative(s) (e.g.; philosophy, certificates, awards)
 - Quality and breadth of value add(s)
 - Other factors relevant to this section as submitted by the proposer

Signature Form

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

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of HVAC Equipment, Installation, Service, & Related Products - Supplemental;

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

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

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

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

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

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

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

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

Agency Name	State	Zip Code	Date	PO Number	RQN Number	Sale Amount	Admin Fee (3%)
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Total _____

- Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- 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 such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

***Click on RQN Logo at the bottom of the home page and a form will pop up.**

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 5 minutes.
- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date: _____

RFP Number: _____

Company Name: _____

Printed Name: _____

Signature: _____

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

<input type="checkbox"/> Alaska	<input type="checkbox"/> Idaho	<input type="checkbox"/> Oregon
<input type="checkbox"/> Arizona	<input type="checkbox"/> Montana	<input type="checkbox"/> Utah
<input type="checkbox"/> California	<input type="checkbox"/> Nevada	<input type="checkbox"/> Washington
<input type="checkbox"/> Colorado	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Wyoming

◆ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE ☐
 - Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB ☐

◆ Residency

- Responding Company's principal place of business is in the city of _____, State of _____

◆ Felony Conviction Notice

- Please Check Applicable Box;
 - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
 - ☐ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ Processing Information

➤ Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Purchase Orders

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes

☐ No

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes

☐ No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes

☐ No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

GENERAL:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the public marketplace?
10. Overall annual sales for last three (3) years; 2016, 2017, 2018.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2016, 2017, 2018.
12. What is your strategy to increase market share in the public space?
13. What differentiates your company from your competitors?
14. Briefly summarize your company's Quality control/Quality assurance program.

15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

PRODUCTS:

17. What is the reputation of your company's products in the public marketplace?
18. Indicate your company's ability to provide temporary cooling when needed.
19. What equipment/system support documents will your company provide?
20. Identify the process of receiving a purchase order to the ordering of equipment.
21. Describe your company's shipping schedule notification procedures.
22. Describe how your company deals with shipping delays. How do you notify your customer of delays?
23. Provide your shipping schedule reporting form. How many times do you update?
24. How many products do you stock? Where?
25. What is your percentage of on-time delivery at each manufacturing plant?
26. Describe any direct order entry system or capabilities your organization has such as internet capabilities.
27. Are all HVAC units UL listed and in compliance with all applicable codes in all states?
28. If your product is defective, what is the replacement process and turnaround?
29. What is the capability of your company to respond to emergency/rush orders?
30. State whether your company provides a quality guarantee on your products. If so, please describe.
31. Describe your procedures to monitor the quality of your products.

32. Do you offer extended parts and labor warranties? If yes, state length of warranty.
33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
34. What is your standard warranty on Building Automation Controls?
35. What is your standard warranty on replacement parts?
36. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
37. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

SERVICES:

38. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.
40. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
41. Please describe the quality program(s) within your company which measures your service work.
42. List your company's standard scope of work performed for preventative maintenance visits.
43. List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
44. Describe your call center organization.
45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
48. What technology such as GPS tracking does your company use to track completion of repairs?
49. What is the reputation of your company's service in the public marketplace?
50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?
51. Identify the process of receiving a purchase order to the providing of a service contract.
52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
53. List the number of sites your company currently monitors Energy Management Systems (EMS).
54. List your company capabilities regarding system changes and repairs to EMS systems.
55. List the reporting capabilities your company has for EMS system parameters.
56. Does your company maintain and repair/replace EMS in-house (self perform) including monitoring, alarm resolution, repairs and adjustments?
57. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
58. Describe your company's startup and system checkout responsibilities
59. Describe your company's post-installation and warranty support
60. Describe your company's steps for system analysis.

61. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?
62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
64. Is warranty coverage dependent on using your start-up procedure?
65. Who performs your start-up procedure?
66. List the total dollar volume your company completes in HVAC retrofits annually.
67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
69. Describe what project scheduling tools your company use to track projects during construction.
70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
71. Describe how your company handles site development and project permitting process.
72. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
74. Describe your company's construction management plan.

75. What is your standard warranty on installation?

76. What is your standard warranty on energy retrofit contracting?

77. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

78. State whether your company provides a quality guarantee on your service. If so, please describe.

79. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

SAFETY:

80. Describe your company's safety program during service/repair work.

81. Describe your company's safety program during construction.

82. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

83. What reporting mechanism does your company provided to the customer upon completion of any project?

MARKETING/ SALES

84. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
 - i. NCPA and Region 14 ESC Logo
 - ii. Link to NCPA and Region 14 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
 - v. amendments, marketing materials

85. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
86. Explain how your company plans to market this agreement to existing government customers.
87. Provide a detailed 90-day plan describing how the contract will be implemented within your company.
88. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.
89. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
90. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
- \$_____ in year one
- \$_____ in year two
- \$_____ in year three

ADMINISTRATION

91. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
92. Describe the capacity of your company to report monthly sales through this agreement.
93. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
94. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to [reduce our carbon footprint](#), reduce waste, promote energy conservation, ensure [efficient computing](#), and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

95. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

96. Provide a copy of all ***current licenses, registrations and certifications*** issued by federal, state and local agencies, and any ***other licenses, registrations or certifications*** from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to ***licenses, registrations or certifications***. M/WBE, HUB, DVBE, small and ***disadvantaged business certifications and other diverse business certifications***, as well as manufacturer certifications for sales and service must be included if applicable.

Tab 5 – Products and Services

Respondents are requested to provide product forms with detailed description of your product offerings. Provide the minimum information as listed for your product categories on the following classifications of product:

◆ HVAC Refrigeration

- Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating, Absorption)
- Cooling medium (e.g., air, water)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (KW/Ton)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ Indoor Air Quality Products and Devices

- Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.)
- Brand Name(s)
- Capacity Range
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ Unitary

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
- Brand Name(s)
- Capacity Range
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)

- Range of Efficiencies (EER, SEER, COP)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Air handling**

- Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)
- Brand Name(s)
- Fan Types (e.g. Backward incline, Forward curve, airfoil)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Air Terminal Devices and Heating Products**

- Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)
- Brand Name(s)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **DDC Controls**

- Type (core components, end devices, lighting, panels)Brand Name(s)
- System Protocol (BACnet, LonWorks, Proprietary or Combo)
- LAN Communication Structure (Peer-to-peer, Polling)
- Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
- Third party interface (Drivers and Gateways)
- Remote alarm and message capabilities
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)

- Estimated Market Share (North America)
- Detail Features & Benefits

◆ **Cooling Towers**

- Type (e.g., open, closed, evaporative, other)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Pumps**

- Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
- Brand Name(s)
- Capacity Range (GPM)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Invertors**

- Brand Name(s)
- Capacity Range (HP)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Boilers & Water Heaters**

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)

- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Capacity Range (MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **HVAC Specialty Products**

- Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Capacity Range (CFM and/or MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Equipment Parts and Supplies**

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
- Brand Name(s) stocked
- Location of stocking parts
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Percentage of locally stocked parts to delivered parts
- Detail Features & Benefits

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

◆ **Startup & Commissioning Services**

- Define process for validation of system or equipment operation to design

- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

◆ **Service & Maintenance**

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
- Define processes for each type of service and/or maintenance of the system or the equipment
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

◆ **Installation and Turnkey Contracting**

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
- Define processes for each type install of the system or the equipment
- Bonding and licensing capabilities
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

◆ **Warranty Services**

- Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
- Define processes for each type of warranty
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

◆ **Energy Services**

- Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)
- Define processes for each type of energy services
- Certifications of personnel
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

◆ **Equipment Rentals**

- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)
- Brands available
- Locations of rental fleet
- Process of accessing rental fleet during disaster event
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

◆ **Financial Services**

- Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)
- Describe type of each funding and availability
- Funding Sources (internal and/or external)
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

◆ **Professional Services**

- Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other)
- Describe type of each professional service and availability
- Licensing and certification capabilities
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

◆ **Site Surveys**

- Type (e.g., Equipment, system analysis, operational, architectural and other)
- Describe type of survey
- Licensing and certification capabilities
- Advanced technology uses for each type of survey
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

EQUIPMENT PRICING

- ◆ Provide a Discounts Off Catalog/Price List Matrix of the product classifications listed in the Scope Section and Products/Services Section of this RFP. The responder shall also offer maximum markup on any material not designated equipment or services and deem this as “miscellaneous material”.
- ◆ Any special discounts due to stocking or faster ship items that have higher list price adjustments or different discounts shall be listed separately.
- ◆ **HVAC Refrigeration**
- ◆ **Indoor Air Quality Products and Devices**
- ◆ **Unitary**
- ◆ **Air handling**
- ◆ **Air Terminal Devices and Heating**
- ◆ **DDC Controls**
- ◆ **Cooling Towers**
- ◆ **Pumps**
- ◆ **Invertors**
- ◆ **Boilers & Water Heaters**
- ◆ **HVAC Specialty Products**
- ◆ **Equipment Parts and Supplies**
- ◆ **Other equipment not listed**
- ◆ **Miscellaneous Material**

LABOR BASED PRICING

- ◆ Provide classifications of labor with billable rates for each respondent’s office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor rates shall be fully burdened and will be set for regular working hours (offeror shall describe these hours). Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor’s labor rate as a prime labor classification. For example, an electrician’s labor rate shall be calculated based on the respondent’s sub-contractor’s labor billable rate plus respondent’s normal margins on sub-contractor labor. A per diem and over-time hours shall be set at a certain rate. The classification definitions shall be described in this RFP. Additionally, the hours for each task in a scope of work shall **USE** a benchmark against an established data set (e.g.; RS Means or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RS Means or others) city cost index by **each respondent’s office(s)**, territories or district(s) to determine effectiveness of providing these tasks. Additionally a formula shall be established to adjust labor rates on a yearly basis.
- ◆ If Respondent does not chose to include a specific labor classification simply mark the line item as “NA”. Awarded vendors will then be required to apply for approval from Region 14 ESC prior to using an item marked “NA”.

Labor Billing Rates

Effective Date - ____/____/16	
CLASSIFICATION	Hourly Rate
Office/District Description	
Architectural	
Asbestos Worker	
Boilermaker	
Bricklayers; Masons	
Carpenter /Case worker	
Carpet Layers/Floor Installers	
Concrete Finishers	
Data Comm./Telecom Installer	
Delivery personnel	
Drafting	
Drywall Installers; Ceiling Installers	
Electricians	
Elevator Mechanics	
Engineering Design	
Energy Engineer	
Glaziers	
Heavy Equipment Operators	
Helper	
HVAC Commercial A/C technician	
HVAC Light Commercial	

HVAC Helper	
HVAC Field Supervisor	
HVAC Refrigeration technician	
HVAC Duct installer	
HVAC Filter technician	
HVAC Building Automation technician	
Infrared Technician	
Insulators	
Ironworkers	
Laborers	
Lathers	
Light Equipment Operators	
Metal Building Assembler	
Millwrights	
Operating Engineer	
Painters/Wall Covering Installers	
Pipefitters	
Plasterers	
Plumbers	
Project Manager	
Project Administrator	
Project Engineering	
Refrigeration Technician	
Refrigeration Supervisor	

Roofers	
Sheet Metal Workers	
Sprinkler Fitters	
Terrazzo Workers	
Test & Balance Technician	
Tile Setters	
Water proofers/Caulkers	
Water Treatment Technician	
Miscellaneous Material Margins	To be Filled in
Labor Coefficient	To be Filled in

NOTES:

1. ALL LABOR RATES ARE BASED ON STANDARD HOURS
2. OVERTIME RATES (AFTERHOURS, SATURDAY): X STANDARD RATES
3. OVERTIME RATES (SUNDAY, HOLIDAYS): X STANDARD RATES
4. PER DIEM RATES: /DAY/PERSON (WHEN REQUIRED) EXCEPT AK & HI /DAY/PERSON
5. MINIMUM CHARGE OF HOURS FOR ALL OVERTIME WORK
6. RATES WILL BE ADJUSTED ANNUALLY AT RENEWAL DATE BASED ON THE FOLLOWING FORMULA:
 - % field labor adjustment factor change from the previous year
 - % material price index change from the previous year
 - % office & operating expense changes from the previous year
7. FINAL APPROVAL UPON NCPA'S DISCRETION.

LABOR WAGE CLASSIFICATION

Worker Classification Definition Sheet	
Architect	Professional Licensed designer providing Architectural drawings
Asbestos Worker	Worker who removes & disposes of asbestos materials.

Boilermaker	Worker who Assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer/Floor Installer	Worker who installs carpet and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Comm./Telecom Installer	Worker who installs data/telephone & television cable & associated equipment and accessories
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents
Drywall/Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids and ceilings
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems and HVAC electrical controls.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Engineering Design	Professional Licensed Engineer who layouts HVAC, Plumbing, Electrical, Structural or Civil systems
Energy Engineer	Skilled Engineer (need not be licensed) who can develop energy conservation measures (ECMs) at a given site and can determine financial analysis and project energy savings in a Pro Forma as well as providing measurement and verification of that analysis
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench
Glazier	Worker who installs glass, glazing and glass framing.

Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines
HVAC Building Automation technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
HVAC Commercial A/C technician	Worker who is capable of working on large commercial up to 3000 tons
HVAC Light Commercial	Worker who is capable of working on small commercial up to 25 tons
HVAC Duct installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels
HVAC Filter technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons
HVAC Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.

Mason; Bricklayer	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter/Wall Covering Inst.	Worker who prepares wall surfaces & applies paint and/or wall covering, tape & bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineering	Worker who monitors the engineering documents as well as provide technical support regarding the engineering plans and specifications as designed by the Professional Engineer. Worker is responsible for maintaining project status and reports.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.

Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
Refrigeration Field Supervisor	Worker who monitors quality as well as provide technical support to all other Refrigeration technician skill levels
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar) felts, flashings, all types roofing membranes & associated products.

Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces
Water proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.
Test & Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports
Infrared Technician	Worker who utilizes infrared photography to determine location of thermal heat losses.
Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.

MISCELLANEOUS MATERIAL

- ◆ All items not equipment or labor shall be considered miscellaneous material which will have a maximum margin charged. Since scopes of work vary greatly it is difficult to set specific margins without complicating the process which is not in the best interest of all parties.

PRICING COMPLIANCE REVIEW

- ◆ The awarded vendor will be expected to participate in the NCPA compliance review program that includes pricing verification. The goal is to provide transparency & contract compliance for NCPA & the vendor as a 3rd party independent review.
- ◆ The process includes a review of the scope of work narrative by line item plus any adjustments such as regional discounts, per diem rate, overtime, etc.
- ◆ Prior to the selection of the vendors, a more comprehensive discussion will be provided to the vendors for their evaluation.

NOT TO EXCEED PRICING

- ◆ NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
- ◆ The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- ◆ NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

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

Executive Summary

- ◆ Describe the product and/or service in an outline format
- ◆ Describe the value to participating agencies
- ◆ Describe the value to NCPA
- ◆ Describe how your company would market this product and/or service through this contract
- ◆ Provide an anticipated size of the market for this product and/or service in the public arena

Detail Description

- ◆ Where is the product manufactured?
- ◆ Any certifications provided?
- ◆ Where is the service performed?
- ◆ Who performs the service and what is their expertise?
- ◆ Is this a proprietary product and, if not, who is your competition?
- ◆ Provide references
- ◆ Provide case studies
- ◆ Provide any pricing that is different than the pricing in Appendix C in this solicitation.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

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

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

Evaluation Criteria	Point Value	ACCO ENGINEERED SYSTEMS	APS BUILDING SERVICES	MIDSTATES ENERGY	
Product/Services & Pricing	40	36	31	35	
Ability to service the contract	25	22	5	18	
References	10	10	3	10	
Qualifications & Experience	15	13	6	15	
Value Added Products and Services	10	9	6	8	
Total	<u>100</u>	<u>90</u>	<u>51</u>	<u>86</u>	<u>0</u>

**Evaluation Committee for Contract:****Matthew Mackel****Jonathan Applegate****Emily Jeffrey****Larry Erp****Jon Symko****Vendors Awarded Under this Contract****ACCO Engineered Systems****Midstates Energy**



HVAC Equipment, Installation, Service, & Related Products - Supplemental

Solicitation	Company	Name	Address1	City	Region	Country	PostalCode	Phone	Email
HVAC Equipment, Installation, Service, & Related Products - Supplemental	New standard	Doug smith	169 e north st	Worthington	Ohio	United States	43085	6143712595	Dsmith@thenewstandardmarketing.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Louisiana Controls, Inc.	Todd Ollre	2332 Chatawa Drive	Baton Rouge	Louisiana	United States	70815	7133020408	tollre@louisiancontrols.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	APS Building Services	Gabriel Ordonez	11050 West Little York Rd. Bldg. P	Houston	Texas	United States	77583	7134690023	gordonez@apshou.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	RushCo Energy Specialists, Inc.	Lena Frenkel	10765 Tube Dr.	Fort Worth	Texas	United States	76053	8172675155	lena@rushcomechanical.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Midstate Energy, A VEREGY Company	Vincent Esparza	23325 North 23rd Avenue	Phoenix	Arizona	United States	85085	6024528746	vesparza@veregy.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Climatec, LLC	William Mote	2851 West Kathleen Road	Phoenix	Arizona	United States	85053	4802080327	wmote@climatec.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Strategic Partnerships Inc	Kristin Gordon	901 S. Mopac Expressway, Barton Oaks Plaza	Austin	Texas	United States	78746	512-531-3922	kgordon@spartnerships.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	AZ Insulation and Energy Solutions	JOSEPH L PAPA	7205 E Southern Ave Suite 120	MESA	Arizona	United States	85209	6025681356	joepapamgr@yahoo.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	ACCO Engineered Systems	Eric Rose	6446 E. Washington Blvd	Commerce	California	United States	92506	9493318337	erose@accos.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	City of Vallejo - Engineering Division	Joshua	555 Santa Clara Street	Vallejo	California	United States	94590	707-648-5229	joshua.sanchez@cityofvallejo.net
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Engineered Air	Bryan Clark	3730 Kirby Dr, Suite 1200	Houston	Texas	United States	77098	7137844825	bryan.clark@engineeredair.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Service Logic	Ryan Krah	214 North Tryon	Charlotte	North Carolina	United States	28117	720-600-1468	rkrahl@servicelogic.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Aeroseal	April Lemmert	7989 South Suburban Road	Centerville	Ohio	United States	45458	9374289300	aprillemmert@gmail.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	CS Group	Jason Fitzpatrick	2889 S. Shoshone Street	Englewood	Colorado	United States	80110	480-249-4916	J.Fitzpatrick@chillerservices.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	TDIndustries	Crystal Seiler	8801 Jameel Road	Houston	Texas	United States	77040	7139963121	crystal.seiler@tdindustries.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Triton Services Inc.	Richard Schock	8162 Duke Blvd.	Mason	Kentucky	United States	45040	513-679-6800	rschock@triton-servicesinc.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Triton Services Inc.	Richard Schock	8162 Duke Blvd.	Mason	Ohio	United States	45040	513-679-6800	rschock@triton-servicesinc.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Carrier	Frank Seifert	3802 East University Dr	Phoenix	Arizona	United States	85034	480-284-2731	frank.j.seifert@carrier.utc.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Onvia, Inc	Source Management	509 Olive Way Suite 400	WA	Washington	United States	98101	206-373-9500	sourcemgmt@onvia.net
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Kirlin Mechancial services	Ron Inscoc	515 Dover Road	Rockville	Maryland	United States	20850	240-882-7227	Rinscoe@jjklc.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Johnson Controls Inc.	Jiimy	2032 West 4th Street	Tempe	Arizona	United States	85281	480-372-0869	Jimmy.d.craft@jci.com
HVAC Equipment, Installation, Service, & Related Products - Supplemental	West Texas AGC Planroom	Kimberly Terrell	3125 S. 27th St.	Abilene	Texas	United States	79605	3256767447	wtagc@sbccglobal.net
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Educational Business Services	Joseph Giambri Jr.	705 South Warwick Road	Hi-Nella	New Jersey	United States	08031	(856)346-6879	jgiambrijr@ebcspc.net
HVAC Equipment, Installation, Service, & Related Products - Supplemental	Waibel Energy Systems	Thomas Brunner	815 Falls Creek Drive	Vandalia	Ohio	United States	45377	937-264-4343	tom.brunner@waibelenergysystems.com

SOLICITATIONS

View our list of solicitations, and click below for more information.



AUTOMOTIVE PARTS

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

CAMPUS ID CREDENTIAL TRANSACTION SOLUTIONS

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

CLOUD ADMINISTRATIVE SOLUTIONS

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

DUST SUPPRESSANTS, STABILIZING SOLUTIONS AND RELATED SERVICES

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

ELECTRICAL EQUIPMENT, BULBS AND BALLASTS AND RELATED SERVICES- SUPPLEMENTAL

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

HVAC EQUIPMENT, INSTALLATION, SERVICE, & RELATED PRODUCTS - SUPPLEMENTAL

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

NATURAL SPORT SURFACES, INSTALLATION AND RELATED MATERIALS

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

PAYROLL AND RELATED SERVICES

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

ROOFING PRODUCTS AND SERVICES

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

SECURITY SYSTEM SOLUTIONS PRODUCT AND SERVICES, HIGH TECH ELECTRONICS, & DIGITAL MEDIA

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

[USA Today 10/15/2019](#)

[USA Today 10/22/2019](#)

> REQUEST SOLICITATION

SELF-ENFORCING PARKING METERS

Lead Agency:
Region 14 ESC

Responses Due:
Tuesday, November 19th, 2019 2:00 PM CST

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Meltdown falls on Browns' shoulders



CLEVELAND – They can't pin this one on the refs.

No, Cleveland Browns, look in the mirror and see the egg on your face for what it is.

You blew it.

Sure, there were way too many head-scratching calls that went against Cleveland in the 32-28 setback that left the Browns (2-4) still in search of their first home victory of the season.

But there were even more cases of Browns' blunders – in strategy and execution – that left much to the imagination of what might have been.

In the aftermath, though, Baker Mayfield was willing to make a charitable donation in order to get it on record that he thought the Browns were big-time victims of shabby officiating.

"I'll probably get fined for saying this, but it was pretty bad today," he said.

He grumbled about the illegal blind-side block penalty on Jarvis Landry that wiped out a dazzling, cross-field catch-and-run by Nick Chubb that would have moved the chains. He whined about the officials missing a face-mask penalty the Seahawks apparently committed against Chubb during a goal-line pileup. And like his coach, Freddie Kitchens, he thought Landry crossed the plane of the end zone on the fumble that wasn't reversed by instant replay.

Tough breaks. Mayfield, who also maintained, "the refs are never an excuse," had some legitimate beefs as referee Adrian Hill's crew dropped 19 flags on the two teams to underscore some of the general sloppiness on display.

Just don't believe the Browns were robbed – unless they burglarized themselves.

Quick, Roger Goodell, pass a new rule: Teams that commit five or more turnovers can't complain about officials ... even when the calls and replays don't always match up.

No, this loss falls at the feet of the undisciplined team that committed five turnovers, had a punt blocked, blew a



Browns quarterback Baker Mayfield congratulated Seahawks counterpart Russell Wilson after Seattle hung on for a 32-28 victory. SCOTT GALVIN/USA TODAY SPORTS

20-6 lead and inexplicably kept tempting fate with some questionable play-calling near the goal line.

Before that Landry fumble early in the fourth quarter, the Browns, trailing 25-20, had two cracks from the Seahawks' 1-yard line. Yet rather than try pounding it in with Chubb, who finished with 122 rushing yards, Kitchens put it on Mayfield's arm. And the third-down fade pass to Odell Beckham Jr. didn't come close to being completed. On fourth down, Kitchens called a play that had Mayfield in a shotgun with an empty backfield. Mayfield threw a quick pass to Landry that resulted in the fumble.

The Browns dodged that episode as the Seahawks were penalized for having 12 men on the field. After Chubb was stuffed on the ensuing fourth down, the Browns forced a punt and started the next drive with prime field position that led to the TD. Yet with the lost challenge, they also lost a timeout that could have come in handy at crunchtime.

Ah, crunchtime. Mayfield's last pass of the day, a fling to the flat for running back Dontrell Hilliard, was behind the target. So much for a game-winning

drive, which the Browns were clearly thinking when they took over with 3:30 remaining. Instead, Mayfield's errant throw resulted in a too-easy interception for K.J. Wright. Ballgame.

On the season, that was interception No. 11 for Mayfield (who has thrown for five TDs). That's no way to win.

Look at Russell Wilson, having an MVP season for the Seahawks. He passed for 295 yards with two TDs and didn't commit a turnover. Composure was his ticket. When his team trailed by 14 points early, he didn't flinch. When the radio receiver in his helmet malfunctioned, he stayed cool and started calling his own plays in up-tempo fashion as if it were no sweat. He ran his number of fourth-quarter game-winning victory drives to 30, more than anyone else since he entered the NFL in 2012.

Sure, the Seahawks have been through a lot over the years, with a handful of veterans still in tow from the Legion of Boom glory run. They know not to panic.

Then again, if Mayfield hadn't thrown a pick just before halftime, maybe there would have been no need for

last-minute drama. The Browns were set up beautifully, leading 20-12 with second down from the Seahawks' 10-yard line inside the two-minute warning. But Mayfield's throw for Landry in the end zone was a bit behind the target, and Shaquill Griffin deflected it into the arms of Tedric Thompson – a turnover that Wilson's Seahawks converted into an 88-yard TD drive that was pretty much a 14-point swing.

So as much as the Browns were vexed by the officials, their frustrations shouldn't come anywhere close to the disdain they should have for their own blunders.

There were several cases when Mayfield was on the mark but his targets muffed or outright dropped the passes. There were first downs negated by holding penalties. Missed tackles. Busted coverages. A lot of teaching moments on video, with a bye week to use for corrections.

Kitchens praised his team for the effort and was encouraged by the efficiency early in the game – which ultimately was undone by the turnovers. Sugar-coating the bottom line won't cut it. And tight calls or not, the coach admitted that some of the penalties (nine for 83 yards) were disturbing because they reflected a lack of concentration.

"Sometimes, it is playing with emotion instead of passion," he said, alluding to the roughing-the-passer and late hit calls. "During the play, it's technique, being lazy or not doing your job. There are several things. We do not ever practice penalties."

Maybe that's not a bad idea, because whatever the Browns are practicing, they just can't seem to get it right with enough consistency.

Still, it's a long season. Being 2-4 is not a death sentence. This team that entered the season with so many expectations, so much hype and, yes, so much swagger, has time to rally to make a playoff push, especially with a schedule that seemingly becomes less grueling down the stretch.

But to live up to their hope, the Browns surely need to learn to not beat themselves.

These might be the growing pains, but at the moment they reflect a reality.

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Tiger starts slow in return to play

Steve DiMeglio
Golfweek | USA TODAY Sports

CHIBA, Japan – After his much bally-hooded arrival in this country, Tiger Woods spent Sunday in Tokyo playing a variety of games with kids – including rock, paper, scissors – in an event staged by Nike.

On Monday, he started facing the big boys again on the PGA Tour.

Some two months after having arthroscopic surgery on his left knee to repair minor cartilage damage – the fifth surgical procedure on his knee – Woods prepped for his return to the PGA Tour with a skins game against world No. 2 Rory McIlroy, Jason Day and Japanese star Hideki Matsuyama.

His knee isn't 100%, but it's getting there. His excitement to get back in the game, on the other hand, is beyond the century-percentage mark and he's very much looking forward to Thursday's start in the Zozo Championship at Narashino Country Club, the first official PGA Tour event in Japan.

"I'm right on schedule," Woods said. He didn't appear to have any trouble with his knee during the skins game, which was held Monday afternoon (Sunday overnight ET), but he did have to deal with rust.

Distance control hampered him throughout and his short game was a tad off at times. He hit few fairways with driver in hand but length was not a problem. His swing looked sound, and he just has to get his feels back.

"I did not play well at the beginning," Woods said. "I hit a lot of bad shots and did not putt well. Once I got into the flow of competing and feeling the round, it just got exciting. We were competitive, the banter was great, the back and forth. And I hit some good shots toward the end."

He won some skins along the way, too. He won two with a par on the fifth hole for \$20,000 and won three skins with a 10-foot birdie on the eighth for \$40,000.

But for the seventh time in his career, Woods did not win the skins game. After going 0-for-6 in the original Skins Game in the USA, Woods was denied victory by Day, who won the first skin of the match and the last five.

Day birdied the third from 10 feet for \$30,000 and won four skins with a par from 12 feet on the 17th for \$80,000. On the final hole, worth \$100,000, Day tapped in for birdie and then watched as Woods missed a putt from 10 feet that would have extended the match.

Day won \$210,000, while Woods and McIlroy each tallied \$60,000. Matsuyama won \$20,000.

Before the match, Woods revealed his left knee bothered him throughout



Jason Day won \$210,000 in the skins game Monday, while Tiger Woods and Rory McIlroy each tallied \$60,000.

RICHARD HEATHCOTE/GETTY IMAGES

last season. He originally intended to have the surgery in December 2018, but his victory in the Tour Championship three months prior altered those plans.

Woods didn't think he'd have enough time to rehab to get ready for the 2019 Farmers Insurance Open, so he delayed the surgery. And he was playing well.

"I figured I would keep rolling with it," Woods said.

He rolled all right, right down Magnolia Lane en route to winning the Masters for his 15th major triumph. But after winning his fifth green jacket, Woods' game took a precipitous drop as his knee gradually worsened, to the point he was in pain when kneeling to read putts. The injury also started to bother his back and affect his walking.

After failing to qualify for the Tour Championship, Woods had surgery Aug. 20. He started chipping and putting in mid-September. Two weeks later he was hitting full shots and has been playing rounds of golf the past two weeks.

"Unfortunately, I've been down this road before. I understand what it takes to get through it," Woods said. "I've been kind of battling through this the entire year and trying to piece it together. It's nice to finally get over the hump and feeling good again and to go full speed. It's nice to be able to squat down and read putts.

"I'm excited for the year-end run. I feel much more fit."

Woods, No. 10 in the world, is scheduled to play the Hero World Challenge in the Bahamas in December. The following week, he could be playing in the Presidents Cup in Australia. As captain, he'd have to pick himself as one of the four discretionary selections to play in the Cup.

Jimenez wins Cup playoff opener

Hank Kurz Jr.
The Associated Press

RICHMOND, Va. – Miguel Angel Jimenez turned a day off for torrential rain into an advantage in the final round of the Dominion Energy Charity Classic.

Jimenez repeatedly hit the ball close to the pins on greens softened by rain Sunday and tied the course record with a 9-under 63 Monday to win the opening event of the PGA Tour Champions' three-tournament Charles Schwab Cup playoffs by two shots over second-round co-leader Tommy Tolles.

"Everything," Jimenez said when asked what was working for him. "Even if I missed some fairways on the edge of the fairways. ... My irons are amazing to the flag."

Jimenez made nine birdies in a bogey-free trip over the Country Club of Virginia's James River course to tie the record set by Kevin Sutherland in 2016 and matched by Bernhard Langer and Vijay Singh in 2017. The victory, his second this season, moved him from 22nd and 10th in the playoff standings.



Miguel Angel Jiménez won the Dominion Energy Charity Classic by two shots.

STAN BADZ/PGA TOUR VIA GETTY IMAGES

His first birdie came on the par-3 fourth hole, and "then I feel good the whole way on the golf course," he said.

Tolles remained winless in three years on the tour for players 50 and older but made an eagle on the par-5 last hole to finish at 4 under and beat Colin Montgomerie by one shot. The performance moved Tolles from 59th to 37th, guaranteeing him a spot in the Invesco QQQ Championship. Only the top 54 players qualify for the second playoff event.

USA TODAY SPORTS NETWORK HEISMAN SURVEY

LSU QB new leader

Eddie Timanus
USA TODAY

The college football season is half over, and the race for the sport's top individual honor is far from decided.

There is a new leader this week in the USA TODAY Network Heisman survey as LSU quarterback Joe Burrow edged ahead of Oklahoma signal caller Jalen Hurts by a single point. Those two are quite close on the stat sheet as well, but there are enough huge games ahead in November for another challenger to gather momentum.

In our weekly survey of 21 official Heisman electors who work for USA TODAY Network properties, Burrow received 48 total points with nine first-place mentions. Hurts actually had

one more No. 1 vote but three fewer seconds. Hurts concluded the weekend in second place nationally in total offense, with an average of 397 yards per game, augmented by his 705 rushing yards. Burrow ranks just behind in third place nationally, putting up 368.3 yards per game. Burrow has 29 touchdown passes with two more on the ground, while Hurts has accounted for 20 scores by air and 10 more by land.

Alabama quarterback Tua Tagovailoa has slipped to third place for now, and he'll be sidelined for a game as he rehabilitates an ankle injury that cut short his most recent outing against Tennessee. But he was still listed first by two voters, and he could be back on top in a heartbeat if he's able to return and perform well against LSU on Nov. 9.

USA TODAY Sports Network Heisman survey

Player, school, position, year	1st	2nd	3rd	Total
Joe Burrow, LSU, QB, Sr.	9	10	1	48
Jalen Hurts, Oklahoma, QB, Sr.	10	7	3	47
Tua Tagovailoa, Alabama, QB, Jr.	2	3	11	23
Justin Fields, Ohio State, QB, Soph.	0	1	4	6
Jonathan Taylor, Wisconsin, RB, Jr.	0	0	1	1
Chase Young, Ohio State, DE, Jr.	0	0	1	1

A first-place vote is worth 3 points, second 2, third 1.

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- Electrical Equipment, Bulbs and Ballasts and Related Services #30-19
- HVAC Equipment, Installation, Service, & Related Products - Supplemental #29-19
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No. #29-19

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Tab 1 – Master Agreement

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 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

♦ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

♦ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

♦ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

♦ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

♦ Administrative Fee

- All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**.

♦ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 14 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 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 14 ESC or NCPA.

♦ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

♦ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

♦ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

♦ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

♦ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is

being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ 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 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

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party 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.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 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 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - ◆ Providing material that does not meet the specifications of the contract;
 - ◆ Providing work and/or material that was not awarded under the contract;
 - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
 - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
 - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 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 become the property of Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the

opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the awarded vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration

- The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

- ◆ Contract Term

- The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms or any combination of time equally not more than 4 years.
- It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

- ◆ Contract Waiver

- Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

- ◆ Products and Services additions

- Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.

- ◆ Competitive Range

- It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

- ◆ Deviations and Exceptions

- Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

- ◆ Estimated Quantities

- The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is 10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer
- ◆ References (10 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer

◆ Value Added Services Description, Products and/or Services (10 points)

- Marketing and agency Training
- Customer Service
- Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
- Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
- Green initiative(s) (e.g.; philosophy, certificates, awards)
- Quality and breadth of value add(s)
- Other factors relevant to this section as submitted by the proposer

Signature Form

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

Prices are guaranteed: 120 days

Company name	<u>ALCO ENGINEERED SYSTEMS, INC</u>
Address	<u>6446 E. WASHINGTON BLVD</u>
City/State/Zip	<u>COMMERCE, CA 90040</u>
Telephone No.	<u>949-331-8337</u>
Fax No.	<u>—</u>
Email address	<u>prochon@alcoes.com / erose@alcoes.com</u>
Printed name	<u>PATRICK A. ROCHON</u>
Position with company	<u>REGIONAL MANAGER</u>
Authorized signature	<u>Patrick A. Rochon</u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 6, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and ALCO ENGINEERED SYSTEMS ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 6, 2019, referenced as Contract Number 02-73, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of HVAC Equipment, Installation, Service, & Related Products - Supplemental;

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

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

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

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

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

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

♦ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

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


Agency Name	State	Zip Code	Date	PO Number	RQN Number	Sale Amount	Admin Fee (3%)
						Total	_____

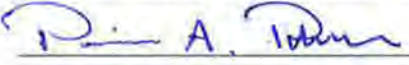
- Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- 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 such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: December 6, 2019

Vendor: ALCO ENGINEERED SYSTEMS, INC.
Name: PATRICK A. ROCHON
Title: REGIONAL MANAGER
Address: 265 McCORMICK AVE.
COSTA MESA, CA 92626
Signature: 
Date: 11/15/19

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

***Click on RQN Logo at the bottom of the home page and a form will pop up.**

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 5 minutes.
- Include the quotation number on all proposals.


This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date: 11/15/19

RFP Number: 29-19

Company Name: ACCO ENGINEERED SYSTEMS

Printed Name: DARRICK A. ROCHON

Signature: 

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

<input type="checkbox"/> Alaska	<input checked="" type="checkbox"/> Idaho	<input checked="" type="checkbox"/> Oregon
<input checked="" type="checkbox"/> Arizona	<input type="checkbox"/> Montana	<input checked="" type="checkbox"/> Utah
<input checked="" type="checkbox"/> California	<input checked="" type="checkbox"/> Nevada	<input checked="" type="checkbox"/> Washington
<input type="checkbox"/> Colorado	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Wyoming

◆ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE ☐
 - Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB ☐

◆ Residency

- Responding Company's principal place of business is in the city of Pasadena, State of California

◆ Felony Conviction Notice

- Please Check Applicable Box;
 - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
 - ☒ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input checked="" type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ Processing Information

➤ Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

Contact Person: Lucy Danielian
Title: Accounts Payable Manager
Company: ACCO Engineered Systems, Inc.
Address: 888 E Walnut St
City: Pasadena State: CA Zip: 91101
Phone: 818-244-6571 Email: ldanielian@accoes.com

▪ Purchase Orders

Contact Person: Eric Rose
Title: Project Manager
Company: ACCO Engineered Systems
Address: 6446 E. Washington Blvd
City: Commerce State: Ca Zip: 90040
Phone: 949.331.8337 Email: erose@accoes.com

▪ Sales and Marketing

Contact Person: Eric Rose
Title: Project Manager
Company: ACCO Engineered Systems
Address: 6446 E. Washington Blvd
City: Commerce State: Ca Zip: 90040
Phone: 949.331.8337 Email: erose@accoes.com

◆ Pricing Information

➤ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

➤ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

➤ Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No

Tab 4 – Vendor Profile

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

See next document (ACCO NCPA Brochure) for more specific information and company profile about all of the following questions.

GENERAL:

1. Company's official registered name. ACCO Engineered Systems, Inc.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number. 00-690-5558
4. Corporate office location. 888 E Walnut St, Pasadena CA 91101
5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration. 4500+ employees, breakdown unavailable
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address. See Attached Map - Last page of brochure
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales Eric Rose - 949.331.8337 - erose@accoes.com
 - b. Sales Support Eric Rose - 949.331.8337
 - c. Marketing Eric Rose - 949.331.8337
 - d. Financial Reporting Eric Rose - 949.331.8337
 - e. Executive Support Liaison to Executive Support - Eric Rose - 949.331.8337
8. Define your standard terms of payment. We are established as pay when paid.
9. Who is your competition in the public marketplace? 20+ mechanical companies that we compete with. within the public marketplace.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2016, 2017, 2018. Breakdown not available
12. What is your strategy to increase market share in the public space? We have a complex marketing strategy to implement this opportunity to all our PMs within the company.
13. What differentiates your company from your competitors? Our single point of contact and our design build capabilities allows our company to take on projects most others cannot.
14. Briefly summarize your company's Quality control/Quality assurance program. ACCO QC department works hand in hand with management, engineering, fabrication and installation on a daily basis. Daily reports are provided as needed to help with the documentation and corrective action of issues related to projects as required by the customer. (let me know if you need/want more)

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

Yes, please see attached litigation spreadsheet.

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

From an energy standpoint, we are continuously engaged in getting customers to net zero energy. We multiple energy project opportunities to present to potential customers.

PRODUCTS:

17. What is the reputation of your company's products in the public marketplace?

ACCO does not specifically manufacture products other than piping and sheet metal, however our services are regarded as highest in the industry.

18. Indicate your company's ability to provide temporary cooling when needed.

ACCO has the ability to accommodate any and all size of temporary cooling needs at the up-most urgency.

19. What equipment/system support documents will your company provide?

ACCO provides any and all necessary support and closeout documents needed for the customer. We are considered a one-stop shop for all project needs. Such as, Asbuilts, O&Ms, Startup Docs, Literature and Service Bulletins.

20. Identify the process of receiving a purchase order to the ordering of equipment.

Once PO is received, confirm all relevant information and approved submittals. Review with customer to ensure all is correct. Order all equipment and provide time line on delivery.

21. Describe your company's shipping schedule notification procedures.

This process is based on customer's needs and wants. We are able to accommodate notification procedures as however the customer needs them.

22. Describe how your company deals with shipping delays. How do you notify your customer of delays?

Delays are dealt with on an exception basis and customers are notified by their assigned project manager and work with the customer on the project is impacted and adjust as needed.

23. Provide your shipping schedule reporting form. How many times do you update?

We customized our form based on customer needs and wants. This is updated as needed.

24. How many products do you stock? Where?

We are a Just-In-Time company and do not stock additional products. We do have several areas throughout our coverage area that allows for any equipment and parts to be stored after ordering.

25. What is your percentage of on-time delivery at each manufacturing plant?

We have two manufacturing plants, one for sheet metal and another for piping. Both are 100% on time and as needed.

26. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

ACCOs entire organizational systems are on-line and considered mobile.

27. Are all HVAC units UL listed and in compliance with all applicable codes in all states?

All HVAC units are ordered in compliance with applicable codes in all states represented.

28. If your product is defective, what is the replacement process and turnaround?

For equipment or products under warranty, all procedures are per the manufactures requirements.

29. What is the capability of your company to respond to emergency/rush orders?

ACCO is a just-in-time company and has the capability to accommodate any emergency and rush order for customers.

30. State whether your company provides a quality guarantee on your products. If so, please describe.

Yes, we provide customer quality guarantees. The warranty on equipment and labor defines these guarantees.

31. Describe your procedures to monitor the quality of your products.

ACCOs customer's quality are monitored by each of its project managers and all needs and products are ensured through their relationship and satisfaction of each project.

32. Do you offer extended parts and labor warranties? If yes, state length of warranty.

Yes, we do offer a variety of extended parts and labor warranties. All equipment warranty is based on manufactures availability. Labor warranties is adjusted and based on customer's wants and needs.

33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

These are managed by each individual project manager and are not available.

34. What is you standard warranty on Building Automation Controls?

The standard warranty is based on customer wants and needs. Typically, 1-year parts warranty from manufacturer.

35. What is your standard warranty on replacement parts?

The standard warranty is based on customer wants and needs. Typically, 1-year parts warranty from manufacturer.

36. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?

ACCO's internal management system tracks all project and equipment purchasing for warranties.

37. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

All pricing would be honored in the regions we are represented. - See attached company Map.

SERVICES:

38. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.

Our service department operates 24/7. Being a just-in-time company, the parts outlets are only limited to the vendors we receive our products from. During off hours, a third party service center is used to handle all service calls.

39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.

Our off-hours service calls are directed through our call center. Typically our response time is 2 hours for contract customers and 4 hours for all others.

40. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.

ACCO employs over 2500 technicians within our service area, with each assigned to specific regions, with overlapping coverage to allow for the best possible customer experience and timeliness.

41. Please describe the quality program(s) within your company which measures your service work.

Every year our customer retention program allows our project managers to review pros and cons about their experience every year and to allow for adjustments to be made to assist in satisfying their HVAC needs.

42. List your company's standard scope of work performed for preventative maintenance visits.

Our maintenance program can be tailored to each customer as needed. However, typically our maintenance is scheduled based on manufacturers recommendations.

43. List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.

Each region is managed and reported separately. This information is not available.

44. Describe your call center organization.

Our service department operates 24/7. Being a just-in-time company, the parts outlets are only limited to the vendors we receive our products from. During off hours, a third party service center is used to handle all service calls.

45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders?

Is the call center available 24 hours/7 days week?

Yes

46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?

These situations are generally handled by the 24/7 service center. If additional assistance is needed, it is escalated to the assigned project manager for each particular customer. Additionally, there are several levels of management to accommodate any additional attention.

47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

Service request / immediate - dispatch to on-site / 2-4 hours - service repair to completion / TBD - Invoice to closeout / 2 days.

48. What technology such as GPS tracking does your company use to track completion of repairs?

ACCO has an internal work order system to track and monitor all service request and completion.

49. What is the reputation of your company's service in the public marketplace?

ACCO has only one of the top reputations within our industry for service and quality, this does not change for the public marketplace.

50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?

As the cost of the contract are incurred, they are charged.

51. Identify the process of receiving a purchase order to the providing of a service contract.

Our internal contracts department receives the Purchase Order, they are tasked with providing all the necessary documents to execute the contract within that public agency requirements.

52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.

Our subsidiary company, Sunbelt Controls, has the capability to provide all aspects of energy management system monitoring. However, ACCO has the capability to work with any controls or energy management company for monitoring.

53. List the number of sites your company currently monitors Energy Management Systems (EMS).

Currently, Sunbelt Controls is the subsidiary company that monitors and manages these sites. The specific number is unavailable.

54. List your company capabilities regarding system changes and repairs to EMS systems.

ACCO has the ability to work with any EMS system to meet customer needs.

55. List the reporting capabilities your company has for EMS system parameters.

ACCO has the ability to work with any EMS system within customized parameters to meet customer needs.

56. Does your company maintain and repair/replace EMS in-house (self perform) including monitoring, alarm resolution, repairs and adjustments?

Yes, through Sunbelt Controls.

57. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?

Our technician utilizes the EMS system extensively to troubleshoot and needed repairs, escalating to verifying the repair with the actual piece of equipment. Once diagnosed, it is proposed and sent for an approved repair. This process depends on how the customer wants to receive the recommendations and approval process.

58. Describe your company's startup and system checkout responsibilities

Our startup department follows the manufacturers recommendations for startup for all equipment. Depending on the customers checkout procedures, ACCO adjusts as needed.

59. Describe your company's post-installation and warranty support

ACCO follows all maintenance and warranty through the manufacturer, unless specified a particular problem by the customer.

60. Describe your company's steps for system analysis.

ACCO has a variety of tools available to all technicians to utilize for analysis for package units to chillers.

61. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?

ACCO utilizes different computer systems depends on the type of work being performed. For project work, BOX is used to track and communicate all work performed.

62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

Services invoices are managed by each local branch and emailed or sent to however customers prefers within a few days of service being marked completed.

63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.

Each service center is managed directed by ACCO. Each manager is responsible for internal audits and ensuring compliance with all necessary procedures.

64. Is warranty coverage dependent on using your start-up procedure?

Warranty coverage is dependent on manufacture start-up procedures.

65. Who performs your start-up procedure?

Our startup department works directly with the manufacture to ensure startup procedures are followed.

66. List the total dollar volume your company completes in HVAC retrofits annually.

Depending on the classification of retrofit, please refer to questions #10 for annual sales.

67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)

ACCO is considered a one stop shop for construction needs, with the ability to perform or subcontract all necessary trades.

68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.

Typically when working with a new client, we review and assess all equipment they own and review a plan with the client on parameters on a replacement schedule. This is generally reviewed and updated every year.

69. Describe what project scheduling tools your company use to track projects during construction.

ACCO typically utilizes Microsoft project for its construction management scheduling and tracking.

70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

Based on customer wants and needs, ACCO utilizes our 60+ in-house engineers and manufactures to assist in unit selection.

71. Describe how your company handles site development and project permitting process.

During the initial scope walk and plan, it is determined how to proceed with development and permitting process.

72. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.

ACCO is best known for its design/build capabilities. Our errors and omissions (Quality Control) for a design/build project is covered with our installation.

73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?

Based on customer needs and wants, as well as within all necessary compliance requirements, ACCO designs and presents a solution based economic and strategic values.

74. Describe your company's construction management plan.

Our mission is to provide our customers with the most cost-effective mechanical systems for their facilities through the integration knowledge of engineering, construction, and service.

75. What is your standard warranty on installation?

This is determined based on manufacturer warranty.

76. What is your standard warranty on energy retrofit contracting?

This is determined based on manufacturer warranty.

77. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

No

78. State whether your company provides a quality guarantee on your service. If so, please describe.

This is determined based on manufacturer warranty. Outside of this, based on customer relationship.

79. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

q We will honor pricing in all states to customers who are customers of NCPA and in which ACCO occupies.

SAFETY:

80. Describe your company's safety program during service/repair work.

Please see attached

81. Describe your company's safety program during construction.

Please see attached

82. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.

EMR 0.47 (if you want more data I can provide more data)

83. What reporting mechanism does your company provided to the customer upon completion of any project?

Please see attached

MARKETING/ SALES

84. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

We can use and will utilize all of the following

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
 - i. NCPA and Region 14 ESC Logo
 - ii. Link to NCPA and Region 14 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
 - v. amendments, marketing materials

85. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Please refer to answer #84

86. Explain how your company plans to market this agreement to existing government customers.

Please refer to answer #84

87. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

Please refer to answer #84

88. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

Utilizing the local regional managers, we have a set training regime to allow them to communicate this contract information to the entire company and utilize existing relationships to push implementation immediately.

89. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes, we acknowledge that we agree to provide a company logo.

90. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

Not available

\$_____ in year one

Not available

\$_____ in year two

Not available

\$_____ in year three

ADMINISTRATION

91. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Please refer to cooperative information provided on page #3

92. Describe the capacity of your company to report monthly sales through this agreement.

ACCO has the full capability to support any volume while providing additional reporting capabilities for both sales pipeline.

93. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

ACCO has the full capability to support any volume while providing additional reporting capabilities for both sales pipeline.

94. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Once we start doing business, we will be in constant contact with the NCPA agency regarding any suggestions for improvements for doing business together.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

95. Please provide your company's environmental policy and/or green initiative.

ACCO Engineered Systems provides solutions and green initiative based on customer needs and tailors each project and company policy based on California law.

Vendor Certifications (if applicable)

96. Provide a copy⁹ of all ***current licenses, registrations and certifications*** issued by federal, state and local agencies, and any ***other licenses, registrations or certifications*** from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to ***licenses, registrations or certifications***. M/WBE, HUB, DVBE, small and ***disadvantaged business certifications and other diverse business certifications***, as well as manufacturer certifications for sales and service must be included if applicable.

ACCO Engineered Systems hold mechanical licenses in every city that we represent and complete work within, these can be provided as needed.

Vendor Questionnaire – Safety Questions - #80-83

ACCO / NCPA

RFP: HVAC Equipment, Installation, Service, & Related Products

Subject: Vendor Questionnaire – Safety Questions - #80-83

Medical Services

2000 1st Street, Suite 100

San Francisco, CA 94104

707.399.1574

800.368.7777

San Francisco, CA 94104

ACCO's value of a SAFE Working Environment is defined as "Safety is the CORE Value of our business. Everything in the company is built upon safety first, before anything else." Everyone returns home safely to his or her family, friends and community. Our goal is to maintain world class safety performance.

ACCO's commitment to the health & safety of our employees and environment in which we work are equally defined. Our commitment to a safe and productive work site are equally valued when it comes to no harm to the environment, in which, we are working. We accomplish this by ensuring that all appropriate enabling and sustaining systems are in place and that our culture supports and enhances our vision for safety as a core value. No other consideration will take a higher consideration than the health and safety of the workers or protection of the public and property.

Safety means more to us than just avoiding an incident or injury.

At the Point of Exposure

Our Team Members, sub-contractors, and customers/owners at the working interface take full accountability and responsibility for their safety and the safety of others. They are aware of changes in work environment and scope, work together to mitigate risk, and ensuring a safe operating environment for everyone.

Our Supervisor and First Line Leaders

Our Supervisor and First Line Leaders own with conviction the safety of their teams and their mindset is to protect their Team Members. They hold responsibility for ensuring new and existing employees are aware of expectations for mitigating exposure and have the skills and tools to complete tasks without incident, injury, or unmitigated risk. They ensure compliance with all safety rules and regulations but set standards that go beyond compliance.

Our Middle Managers (e.g., Project Managers, Superintendents)

Our Middle Managers are responsible for the safety of everyone within their span of control, including employees, sub-contractors and others within their work area. They take ownership for creating and sustaining a safety culture in their organization and communicate their value and passion for safety to everyone.

Our Executive and Senior Leaders (VPs, Directors, Operations Managers)

Our executive and senior leaders have ultimate responsibility for creating a climate and culture where every employee and sub-contractor have the training, tools and processes to demonstrate their commitment to work in ways that support our shared value for safety.

ACCO maintains an extensive and detailed Safety Program to establish compliance with the applicable regulations and provide the best safe practices to ensure the health of our employees. In addition to a California Compliant Injury and Illness Prevention Program (IIPP reviewed and approved by CalOSHA through Golden Gate Award Process), ACCO has a comprehensive safety program. ACCO provides the following safety training (and more) to our employees to protect them and those around them: an Employee Safety Orientation; Confined Space Entry; Asbestos Awareness; Respirator Training; Respirator Fit

Vendor Questionnaire – Safety Questions - #80-83

Testing; CPR/First Aid; Fall Protection Awareness; Forklift and Aerial Lift Qualifications; Scaffold Awareness; Trench/Excavation Awareness; Supervisor Safety Training; Hazard Communication (SDS); among many others. In addition to this training, ACCO conducts weekly safety meetings with all employees to raise safety awareness. General Foremen Safety Meetings are conducted on a quarterly basis to review incidents and update safety training.

Safety is an ever-changing environment in which we must strive for continuous Improvement. All incidents and near misses are investigated regardless of severity. High potential incidents are reviewed by a committee that evaluates contributing factors and develops corrective actions to prevent a reoccurrence. As an example: earlier in the year we saw an increase in rigging incidents that had high potential for worse consequences. In an effort to improve the safety planning and communication done with our rigging crew and others joining the crew (at the job directly before making the lift), we rolled out a rigging specific pre-job safety checklist/JHA. This form is filled out electronically through an app on any mobile device and is distributed to supervision after it is completed. The team is able to speak into the device to populate the form fields, attach pictures of the lift area and rigging after inspection. After the form is completed it is to be reviewed and by all parties during a pre-lift safety meeting and each crew member is to sign the completed form after the meeting (signature is electronic and completed using finger signature). Since the roll out of this process the communication and safety planning with our crew members has improved and we have seen a drop in rigging related near misses to zero.

ACCO has an effective Injury Management Program because we are committed to ensuring employees who are injured the best resources to rehabilitate themselves. ACCO does its best to provide meaningful temporary alternative work for injured employees. In addition, we make our best efforts to ensure injured employees receive the best medical care available to them.

ACCO Engineered systems will continue to lead through innovation and maintaining our resolve. The well-being of our employees is essential to our success is the basis of ACCO's Safety commitment. The health and safety of our employees, customers, and the public are never to be compromised.

Sincerely,
ACCO Engineered Systems



Eric Rose
Project Manager

GENERAL INFORMATION & CAPABILITIES

RFP - HVAC Equipment, Installation, Service & Related Products - 29-19



**engineered
systems**



HVAC SHEET METAL & PIPE FABRICATION • COMMISSIONING • RETRO-COMMISSIONING
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING
BIM/3-D MODELING • INSTALLATION • BUILDING AUTOMATION SYSTEMS
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING

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HYDRO SHEET METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING
BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING



WELCOME TO THE WORLD OF ACCO

ACCO Engineered Systems is an employee-owned mechanical

contractor with specialties in heating, ventilating, air conditioning,

refrigeration, plumbing, process piping, building automation,

industrial construction and service. Through an engineering

orientation, we provide these services to the new construction and

existing building markets. Since 1934, ACCO's mission has been to provide

its customers with the most cost-effective mechanical systems for their

facilities through the integration knowledge of engineering, construction,

and service.



History of ACCO Engineered Systems

ACCO Engineered Systems was founded in 1934 as Air Conditioning Company (ACCO), a proprietorship, by Ira Prentiss Fulmor at 1005 Santa Fe Street, Los Angeles. The former name of the company was chosen to indicate what the company did because few people knew about air conditioning. In 1949, the business moved from downtown Los Angeles to Glendale at its present address. In 1950, ACCO transformed from an air conditioning distributor and became an independent corporation. Kenneth D. Simon was President from 1969 to 1980, Theodore M. Seidman was President from 1981 to 1989, and in 1990, John Aversano became President. ACCO has a corporate Board of Directors made up of inside officers and outside directors with four scheduled meetings per year, presided over by the Chairman of the Board.

Over the years ACCO has grown to become a leader in the design, installation, and service of industrial, commercial, high-rise, residential, and institutional air conditioning, heating, ventilation, plumbing, process piping, and DDC control systems. ACCO's name was changed in 2002 to ACCO Engineered Systems to better reflect the many aspects of its business. A national trade publication recently ranked ACCO among the 5 largest heating, ventilating, and air conditioning contractors in the nation. The company has an average of 1,725 employees. ACCO's offices and manufacturing facilities occupy over 20 acres.

The construction work areas include office buildings, biopharmaceutical, semi-conductor, medical centers and hospitals, micro-electronics, manufacturing plants, entertainment, retail, telecommunications, educational facilities, data centers, and high rise residential. ACCO has completed work in Arizona, California, Florida, Hawaii, Illinois, Louisiana, Maryland, Michigan, Nevada, New Jersey, New Mexico, Oregon, Tennessee, Texas, Utah, Virginia, Washington, Washington D.C., and Mexico.

ACCO's general offices are located in Glendale, CA, with other principal offices in San Leandro, Sacramento, Orange County, Azusa, San Diego, Bakersfield, Fresno, Petaluma, Redding, Vacaville, CA, Boise, ID, Las Vegas, NV, and Seattle, WA.





ACCO IS A MEMBER OF THE AIR CONDITIONING AND REFRIGERATION CONTRACTORS ASSOCIATION, SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC., THE MECHANICAL CONTRACTORS ASSOCIATION OF AMERICA, INC., AND MECHANICAL SERVICE CONTRACTORS OF AMERICA.

Project Management

Your Personal Representative

At ACCO, when we accept a job, we accept all the responsibility that goes with it. An ACCO Project Manager supervises the project from the initial contact through conceptual studies, engineering design, energy studies, estimating, sales, construction and commissioning. This responsibility continues through final acceptance as well as the warranty period.

Your Project Manager's responsibility is to get your job done ... on time and on budget. ACCO pioneered this single source of responsibility to ensure that we adhere strictly to all of the project requirements, quality demands and time schedules.

Keeping Your Project on Schedule

Keeping on schedule requires a large amount of up-to-date information. ACCO maintains a computerized database on all projects to allow project managers to have immediate access to up-to-date labor reports, equipment and materials status, and time and cost accounting.

Diverse Experience & A Flexible Approach

ACCO has successfully completed projects of every variety- from simple warehouse installations to complex semiconductor and bio-tech fabrication facilities requiring the most advanced technological skills. We can work with an engineer of your choice to develop and analyze systems for your project, or you can utilize ACCO's in-house engineering resources to design the system for your project that meets your quality and budget requirements. In both cases, we guarantee price, performance, and schedule.



Safety

ACCO has an extensive and detailed Safety Program to establish compliance with the applicable regulations and provide the best safe practices to ensure the health of our employees. A copy of the Safety Program is available upon request.

The following are some of the safety training ACCO provides to our employees to protect them and those around them:

- Employee Safety Orientation
- Confined Space Entry
- Asbestos Awareness
- Respirator Training
- Respirator Fit Testing
- CPR/First Aid
- Fall Protection Awareness
- Forklift Certifications
- Scaffold Awareness
- Trench/Excavation Awareness
- Supervisor Safety Training
- Hazard Communication (MSDS)

In addition to this training, ACCO conducts weekly safety meetings with all employees to raise safety awareness. General Foremen Safety Meetings are conducted on a quarterly basis to review incidents and update safety training.

Injury Management Program

ACCO is committed to ensuring employees who are injured the best resources to rehabilitate themselves. ACCO does its best to provide meaningful temporary alternative work for injured employees. In addition, we make our best efforts to ensure injured employees receive the best medical care available to them.



Fabrication & Installation

State-of-the-art fabrication facilities are necessary to control cost and ensure quality in the mechanical contracting industry.

To fully service our geographical areas of work, ACCO has fully automated computer-aided fabrication facilities in Los Angeles, the San Francisco Bay Area, Sacramento, and Vacaville. These fabrication plants produce in excess of 12 million pounds of fabricated sheet metal per year and pre-fabricate over 160,000 diameter inches of welded and grooved HVAC, plumbing, and process piping.

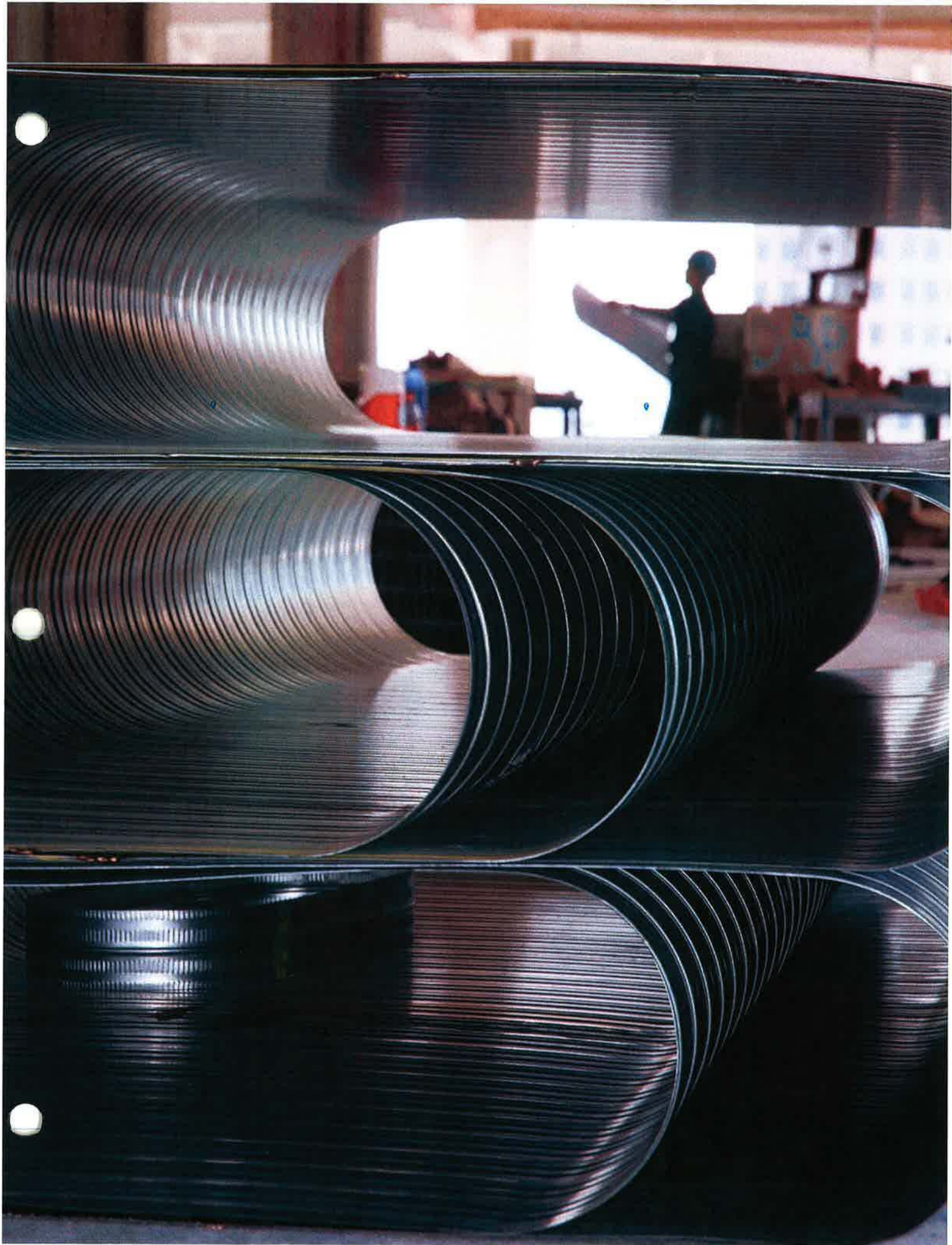
Our LA facilities include a modern 70,000 square foot sheet metal shop with an 11,000 square foot warehouse and tool crib located in Commerce, CA. We also have a piping pre-fabrication shop located in Commerce that includes a 45,000 square foot pipe pre-fabrication area and 111,000 square feet of warehouse space with 12 cranes in 4 bays on a 10 acre parcel.

In order to fully serve our Northern California operations, ACCO has fabrication facilities in San Leandro which include a 38,000 square foot sheet metal fabrication shop, an 18,000 square foot warehouse and tool crib, an 11,000 square foot pipe pre-fabrication shop, and a separate 30,000 square foot plumbing pre-fabrication shop.

Our newly constructed Sacramento facilities include 5,000 square feet of plumbing fabrication, 9,000 square feet of piping fabrication and 17,000 square feet of sheet metal fabrication.

To complement our Los Angeles and Bay Area facilities, we also have a validated process piping prefabrication facility in Vacaville, CA.





ACCO's Project Approaches

Design-Build

Design-Build brings together a partnership of the owner, architects, general contractors, and trades. As part of the design-build team, ACCO engineers analyze the owner's requirements, reviewing concepts and systems on a price/performance benefit. Realistic project budgets can be established early in the process. Design-Build speeds up the entire construction process as we proceed seamlessly from design into construction with known project costs. Design-Build is the best way to avoid constant change orders, project escalation, and cost overruns.

Integrated Project Delivery

Integrated Project Delivery is a concept that has been integrated into all areas of ACCO capabilities. As a design-assist and design-build contractor, we regularly participate in the collaborative design and planning processes, allowing us to figure out the best way to accommodate the unique needs of each project. ACCO's Project Managers are unique in that they manage the project's mechanical scope of work from start to finish, playing an integral role in the design, cost control, construction, commissioning and handover.

Design-Assist

In the Design-Assist method of delivering work, ACCO engineers work closely with your design and construction team to clarify the operational benefits of the project. We will analyze alternates on a price/performance basis. Our engineer's knowledge of installation, maintenance, and long-term operating costs will help deliver the maximum value for dollars spent. When appropriate, we'll recommend using alternative designs, different materials, and more efficient installation methods.

ACCO BRINGS DECADES OF EXPERIENCE TO
CONSTRUCTION PROJECTS THAT MANDATE A FIXED-PRICE
BID ON A DETAILED SET OF CONSTRUCTION DOCUMENTS.

Plan-Spec

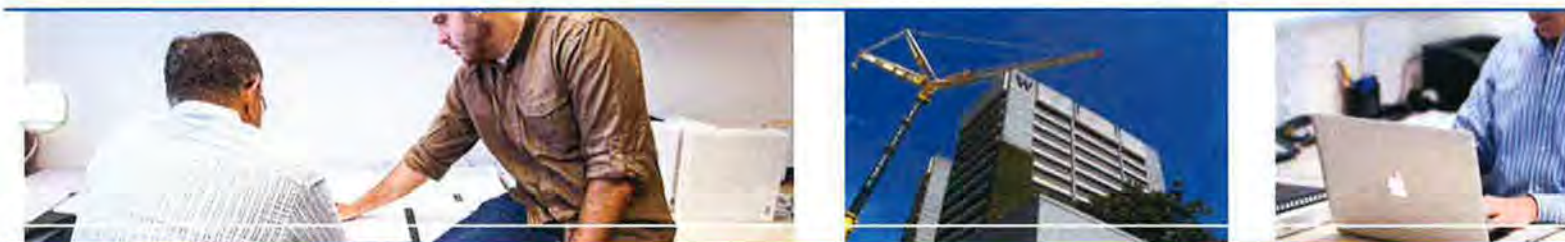
ACCO brings decades of experience to construction projects that mandate a fixed-price bid on a detailed set of construction documents. We examine the plans and specifications, determine the lowest possible cost, and then build exactly what was designed. By working closely with the architect and engineering teams, our project managers anticipate issues and work to avoid change orders and cost overruns.

Lean Production & Construction

Internally, ACCO manufactures much of its own materials and has implemented Lean methods in order to reduce costs and inventory in our shops. We rely on pull scheduling which reduces the amount of sheet metal and pipe we keep on hand and requires effective project planning and efficiency. Our shops also provide the opportunity to prefabricate and preassemble much of what is delivered to the field, increasing quality due to the clean, controlled shop environment and reducing labor and installation time in the field. With shops throughout the Western United States, we are able to make more frequent just-in-time deliveries consisting of the exact amount of materials needed for a specific portion of the job. This reduces the impact on other trades in the field by minimizing the amount of material staged on the floor and around the job site.

Target Value Design

Target Value Design (TVD) is a method closely aligned with Lean production, Lean construction and Integrated Project Delivery. It consists of designing a project to the customers predetermined budget requirements, rather than establishing cost after the design is completed. TVD builds cost into the design process and minimizes waste in the production and construction process. It is a fundamental change in thinking from "expected costs," to "budgeted costs." The guiding factor for TVD is that the target cost for a project should never be exceeded. Typically, cost follows design, but on projects where TVD is used, cost dictates what gets designed to ensure that the target cost is not exceeded. One mechanism for providing this rapid cost feedback is extracting quantities from the virtual model and model-based estimates. As a result, rapid cost feedback to the design team is paramount in this process.



Engineering

The Foundation

Engineering is the foundation of outstanding mechanical systems. The challenge is to transform innovative ideas into practical and reliable systems.

ACCO leads with the right concepts to meet your needs, and brings the advantage of system fabrication and installation know-how to capitalize on the best means and methods for cost effective results.

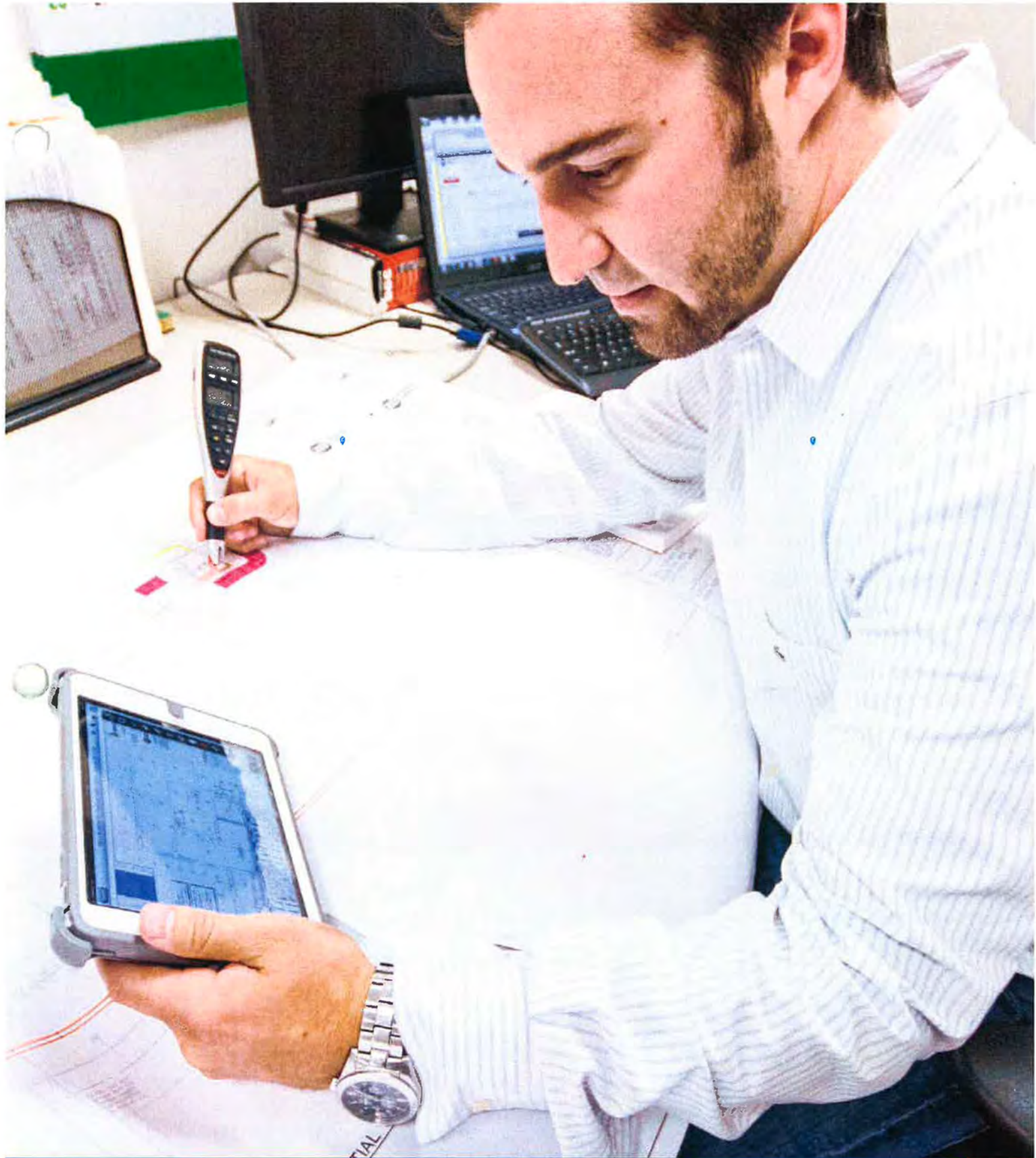
We focus beyond the initial installation to ensure that your system is designed to last and function reliably for many years under varying conditions and requirements. Our engineers utilize the experience of our commissioning and service professionals to design systems that will be serviceable and perform efficiently for the long term.

Whether your needs are large or small, simple or complex, our engineering staff will work with your design team and contractors to guarantee you are provided with the best design to meet your requirements and that it is complete, coordinated and code compliant.

Services

- 3-D Modeling and Design Coordination
- Preconstruction Services and Planning
- Energy Conservation
- Systems Evaluation/Comparison and Economic Analysis
- Code Compliance or Variances
- LEED® Certification
- Retrofits & Upgrades
- Applications Engineering





CREATIVE SOLUTIONS, COST EFFECTIVE
DESIGNS AND RELIABLE PERFORMANCE IS OUR
ENGINEERS' COMMITMENT TO YOU.



SINCE 1934, OWNERS AND BUILDERS
HAVE SELECTED ACCO TO DESIGN, INSTALL, AND
MAINTAIN MORE THAN 250,000 MECHANICAL PROJECTS.

BIM & 3-D Modeling

ACCO stands at the forefront of Virtual Design and Construction (VDC), using three-dimensional (3-D) CAD visualization software for pre-construction trade coordination and product fabrication for HVAC, Process and Plumbing projects. Due to the space impact of these systems, ACCO leads the coordination process and works with the General Contractor and subcontractors to facilitate and manage coordination utilizing Navisworks software. ACCO has the capability to facilitate 3-D coordination meetings including creation and management of Clash Detection reports. Coordination meetings can be held in our ACCO offices, facilitated at a jobsite, or hosted electronically utilizing Web Conferencing.

ACCO has more than 12 years of experience utilizing 3-D CAD software to accelerate our sheet metal and piping fabrication. ACCO uses Autodesk's CAD-MECH and CAD-DUCT, as well as Revit, and QuickPen PipeDesigner 3-D software, all of which use an AutoCAD drawing format. Applying Lean Construction principles, our 3-D capability permits significant prefabrication of duct and pipe as well as "just-in-time" delivery.

Our recent experience with challenging coordination projects includes HVAC, Process and Plumbing scopes within hospitals, laboratories, and cGMP manufacturing facilities. ACCO brings knowledge and depth to any design and construction team providing a catalyst for successful implementation of Virtual Design and Construction.

Heating, Ventilation & Air Conditioning

Mechanical systems are the heart of buildings. They make buildings more marketable, more comfortable, and more profitable. A properly designed, installed, and maintained mechanical system conserves energy, cuts absenteeism, increases productivity, and reduces tenant turnover. It can save an owner a great deal of money.

Since 1934, owners and builders have selected ACCO to design, install, and maintain over 250,000 mechanical projects. That is because there is more to HVAC at ACCO than heating, ventilation and air conditioning. Where other companies see boilers, pumps, chillers, and air handlers, we see entire systems. We see beyond the piping and the sheet metal on the drawings. We look for the best solution to meet your requirements. We evaluate your initial designs to find cost effective solutions that deliver the same, or superior, performance. We recommend smarter alternatives and upgrades to avoid problems and improve energy efficiency.

Whether we are providing conditioned air for an office building, meeting the acoustical needs of a performing arts theater, or designing highly filtered air for bio-pharmaceutical clean rooms, our system-wide approach is unique in the industry. We deliver value, guarantee all your components work together as specified, and lower the long term costs of operation and maintenance.



Process Piping

As a full service mechanical contractor, ACCO is at the forefront of customer needs in all aspects of mechanical systems. To this end, ACCO's process piping department compliments our HVAC and plumbing groups to provide complete mechanical services for the technology and industrial markets.

ACCO is a leader in process piping systems, whether it be in Pharmaceuticals, Bio-Pharmaceuticals, Industrial, Medical Devices or Diagnostics, to Micro-Electronics, Bio-Fuels and Solar Cell Manufacturing. ACCO is ready to take responsibility for any phase of the project, from design through installation and commissioning. We are your one source of responsibility for a properly functioning process facility.

In the pharmaceutical/bio-pharmaceutical sector, with intimate knowledge of FDA requirements, ACCO is ready to comply with all regulatory requirements. We study and create innovative solutions for compliance with the Code of Federal Regulations (CFRs), Center for Disease Control and National Institute of Health (CDC/NIH), ASME's Bio-Process Engineering Standards and ISPE Baseline guidelines.

ACCO's advanced Engineering Turnover Package and commissioning programs are your quickest solution to a "Validation Ready" facility. We start the process before any procurement to guarantee a consistent product at completion. Across all systems, each document is correctly requested, collated and organized for quick and easy reference for your validation team.

In the high technology sector, whether it be photonics fab for fibre optics, micro-machines or integrated circuits, ACCO can quickly and efficiently design, execute and commission your installation. Our engineering will provide cost effective design of high purity gas and chemical delivery. Our experienced engineers will guide the design from programming to detailed engineering. We create the P&ID's and quickly turn out 3-D AutoCAD models for form and fit. Our pre-fabrication and field installation methods will execute an efficient construction schedule. Then, our commissioning experts will ensure all systems are performing to expectations.

ACCO's process piping group is skilled in all types of pharmaceutical and high tech work, including both cGMP and GLP establishments, Vivariums and High Technology Process facilities. Systems include: Bulk Chemical Distribution, Ultra-High Purity Waters (including Water for Injection), Clean in Place and High Purity Gas Distribution.





IN THE PHARMACEUTICAL/BIO-PHARMACEUTICAL SECTOR, WITH
INTIMATE KNOWLEDGE OF FDA REQUIREMENTS, ACCO IS READY
TO COMPLY WITH ALL REGULATORY REQUIREMENTS.

Plumbing

ACCO Engineered Systems is proud to offer complete turnkey Plumbing and Process Piping operations. The Plumbing Department is a sophisticated operation with over 150 skilled plumbers and the resources available for full design, including the latest in 3-D modeling, fabrication and installation services for any type of plumbing project. ACCO's Plumbing Group is recognized throughout the industry for being on the cutting edge.

In order to accommodate the rapid growth and success of the department, the Plumbing Group has relocated our plumbing shop to a new 30,000 square foot building located in San Leandro. This space benefits the increasing fabrication needs of the department, which include, but are not limited to, pre-fabricated shower valves, bathroom cores, hangers, carbon steel and threaded pipe. ACCO's plumbing expertise includes everything from parking structures, small office buildings and high-rise residential to sophisticated hospital projects or laboratories.

Services

- Sanitary, industrial, chemical waste & vent systems
- Storm drainage systems
- Potable and non-potable water systems
- Natural gas systems
- Liquefied petroleum systems
- Compressed air systems
- Medical gas systems
- Fuel oil systems
- Fireman breathing air systems

Fabrication Facilities

Facilities in major locations permit prefabrication of plumbing system elements, which include, but are not limited to, pre-fabricated shower valves, bathroom cores, hangers, carbon steel and threaded pipe. This "just-in-time" delivery approach improves schedule and cost.

ACCO's plumbing expertise includes everything from parking structures, office buildings and high-rise residential to complex hospital projects or laboratories.

Building Automation Systems

ACCO has over 25 years of experience in the Building Automation Industry and offers complete DDC system solutions through ACCO. We are one of the largest independent DDC system solution providers in the western United States, and employ experts on a diverse range of systems.

Our goal is to provide superior design, installation and continuous service support for our customers through our dedicated DDC control branch locations. Each location is staffed with experienced project managers, application engineers and highly skilled technicians that are trained in servicing several lines of control products, including: Automated Logic, Trane, Johnson Controls, & Tridium based systems. As system integrators, we provide you with the best solution for your facility that will be cost effective, provide improved occupant comfort, and most importantly, reduce energy consumption. These solutions include, but are not limited to: mechanical and electrical system optimization, energy reduction strategies, and lighting control.

Our DDC control project managers are your point of contact from concept & design, through the budgeting process, installation, commissioning and warranty with linkage to aftermarket service. There are no hand-offs in this process.

Industrial Construction

ACCO Industrial Construction has a strong commitment to quality, which includes our current ASME/AWS Quality Program and Manual.

- B31.1, 3, 9 & AWS Quality Programs in place
- Site-specific quality plans are specifically authored for each project, ensuring compliance with required specifications
- QA/QC Inspectors are certified in accordance with ASNTTC 1a and/or AWS-QC1 for visual examinations
- ACCO has more than 100 approved welding procedures covering carbon, stainless and chrome steels
- Site specific safety plans

We have the expertise and resources to complete projects in the following market sectors:



Building Services

ACCO has one of the largest and most experienced service departments in the nation. We provide service and long-term maintenance agreements to over 7,600 accounts throughout the Western United States. Properly maintained mechanical and control systems conserve energy, increase productivity and satisfy the needs of owners, tenants and production managers.

ACCO field service mechanics are trained signatory apprentices and journeymen dedicated solely to servicing HVAC mechanical systems, DDC Controls systems and water treatment applications.

ACCO has one of the most modern fleets in the industry. We have over 300 truck-based mobile field mechanics who can respond on site in less than 4 hours, 24 hours a day, 7 days a week.

ACCO reduces emergency repair costs by providing comprehensive maintenance solutions. This extends the life of the equipment, prevents catastrophic failures and ensures energy efficiency.

ACCO's engineering team can handle any size and any type of project, from a small package system to a complex manufacturing facility. We have the experience and know-how to ensure that your system will run efficiently and deliver the best possible results tailored to your needs.

Preventive Maintenance

Protect your mechanical system investment.

Equipment Repairs

Get your system back up and operating, quickly and expertly, minimizing impact on process and building operations.

Equipment Modernization

Replace, upgrade, modernize, and retrofit your system due to age, obsolescence, or energy efficiency.

"Just-In-Time" Service Delivery

Guaranteed two-hour emergency response time for our contract customers.

Qualified Technicians

The best and most highly trained in the industry.

Chiller Service

Our Centrifugal Group specialists are trained and certified to service and repair all types of chillers.

Water Treatment

Our qualified technicians can prevent tube fouling; maintaining system capacity and efficiency.

Tenant Improvements

Prevent employee discomfort, reduced productivity, loss of revenue, and increased vacancies.

Direct Digital Controls

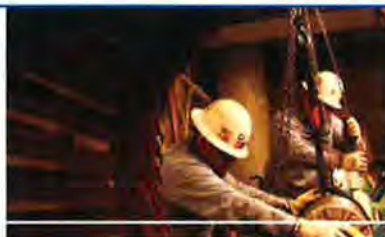
Designed and installed by ACCO, provide operational efficiency in your processes and building.

Commissioning Services

Ensures that the performance of installed equipment and its peripheral systems operate at their peak by adhering to the design specifications.

Predictive Diagnostic Services

Offers an early warning system, which alerts and minimizes possible equipment failures before it happens.



Commissioning

Office buildings must be comfortable for the occupants. Recording studios must be quiet. Fabrication facilities must be clean. Mechanical systems must be properly designed, installed, and set up for proper operation. ACCO is NEBB (National Environmental Balancing Bureau) certified in air and water balance, HVAC compliance, field installation, verification and sound and vibration.

ACCO's commissioning technicians provide the final system balancing, verification, and documentation ensuring the systems function as designed.

Retro-Commissioning

Commissioning existing buildings offers substantial energy savings and improved operation. Our group is retro-commissioning certified and can assist in obtaining utility rebates where available.

Energy Services

ACCO is leading the way to a greener tomorrow with our Energy Services Group. Energy Service projects are loosely defined as those which incorporate improved levels of energy efficiency and reduced utility costs as a primary project objective and which often incorporate much needed facility infrastructure upgrades as part of the scope of work. By leveraging the resulting energy cost savings, companies are often able to fund replacements and upgrades that previously were not in the budget.

ESCO Partnerships

Energy Service Companies (ESCOs) perform energy audits, study environmental impacts of site construction, provide financing to customers, and guarantee savings that result from the implementation of various energy efficiency measures. ACCO has a long history of working with established and successful ESCO firms under a partnership arrangement. ACCO's Energy Services Division supports our ESCO partners by providing manpower, tools, technicians, engineering, budgeting and preliminary layout and design drawings during the pre-construction phase of energy focused projects. During construction, ACCO's Energy Services Division provides required manpower and supervision for the mechanical and electrical trades. Oftentimes, at the customer's request, ACCO fills the role of overall site superintendent and oversees the hiring and management of all other construction trades.

Services

- Central Plants & Retrofits
- Renewable Energy
- Energy Efficiency & Re-Commissioning
- Automation and Lighting



Building Confidence in Mechanical Design, Construction & Service

Mechanical systems are the heart of buildings. They make buildings more marketable, more comfortable, and more profitable. A properly designed, installed, and maintained mechanical system conserves energy, cuts absenteeism, increases productivity, and reduces tenant turnover. It can save an owner a great deal of money.

Since 1934, owners and builders have selected ACCO Engineered Systems to design, install, and maintain more than 250,000 mechanical projects. ACCO is an employee-owned family of companies dedicated to the design, fabrication, installation, maintenance and service of commercial and industrial HVAC, refrigeration, plumbing, process piping, and building automation systems.

ACCO has gained a wealth of knowledge since its founding, and has grown to be the largest and most experienced environmental firm in the Western United States, and among the top five nationwide.

ACCO has found success by evaluating overall system performance, ease of installation, reliability and long term energy consumption costs, and how these variables relate to an owner's needs. Through innovative engineering, comprehensive design solutions, consistent work quality, and qualified maintenance; ACCO confidently delivers the best possible solution.

ACCO offers complete in-house engineering, fabrication, installation, commissioning, and service capabilities. This integrated delivery system provides customers with the most practical, cost effective solutions for their particular mechanical and control system requirements.

Whether your project is a low or high-rise office or residential building, a shopping mall, hospital, semiconductor fabrication facility or pharmaceutical/bio-pharmaceutical manufacturing plant ... ACCO can design, build, install, and maintain a mechanical system to meet your needs.

ACCO LOCATIONS

Bakersfield

3121 N. Sillect Ave. Suite 104
Bakersfield, CA 93308
Phone: (661) 631-1975

Boise

5220 N. Sawyer Ave. Suite A
Garden City, ID 83714
Office: (208) 323-7789

Commerce Sheet Metal Shop

3421 Malt Ave.
Commerce, CA 90040
Phone: (800) 769-2226

Commerce Pipe/Industrial Construction

6446 E Washington Blvd
Commerce, CA 90040
Phone: (323) 201-0931

Fresno

4980 E. University Ave. Suite 103
Fresno, CA 93727
Phone: (559) 251-2226

Glendale (SoCA & Corp HQ)

6265 San Fernando Road
Glendale, CA 91201
Phone: (818) 244-6571

Orange County

265 McCormick Ave.
Costa Mesa, CA 92626
Phone: (714) 352-2226

Petaluma

737 Southpoint Blvd., Suite G
Petaluma, CA 94954
Phone: (707) 776-2748

Redding

5205 Industrial Way, Suite D
Anderson, CA 96007
Phone: (530) 378-0539

Reno

4690 C Longley Lane, Unit 126
Reno, NV 89502
Phone: (800) 598-2226

Sacramento

9290 Beatty Dr
Sacramento, CA 95826
Phone: (916) 520-2100

San Diego

9040 Kenamar #406
San Diego, CA 92121-2433
Phone: (858) 695-3977

San Jose

1050 Commercial Street, Suite 102
San Jose, CA 95112
Phone: (408) 452-1462

San Leandro

1133 Aladdin Avenue
San Leandro, CA 94577
Phone: (510) 346-4300

San Francisco

221 Main Street
San Francisco, CA 94105
Phone: 888-786-2332

Seattle - Kent

835 N. Central Ave. #132
Kent, WA 98032-3099
Phone: (253) 854-8444

Vacaville

630 Eubanks Ct, Suite F
Vacaville, CA 95688
Phone: (707) 455-0130

Tab 5 – Products and Services

Respondents are requested to provide product forms with detailed description of your product offerings. Provide the minimum information as listed for your product categories on the following classifications of product:

For all of the products and services, ACCO only self manufactures sheet metal and piping. For all other products, ACCO is only limited to the vendors and manufactures available to meet any and all customer needs. We have the ability to represent and resale any product available.

◆ HVAC Refrigeration

- Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating, Absorption)
- Cooling medium (e.g., air, water)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (KW/Ton)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ Indoor Air Quality Products and Devices

Please see above response,
we can perform all services
noted.

- Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.)
- Brand Name(s)
- Capacity Range
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ Unitary

Please see above response,
we can perform all services
noted.

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
- Brand Name(s)
- Capacity Range
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)

- Range of Efficiencies (EER, SEER, COP)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Air handling**

Please see above response,
we can perform all services
noted.

- Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)
- Brand Name(s)
- Fan Types (e.g. Backward incline, Forward curve, airfoil)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Air Terminal Devices and Heating Products**

Please see above response,
we can perform all services
noted.

- Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)
- Brand Name(s)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **DDC Controls**

Please see above response,
we can perform all services
noted.

- Type (core components, end devices, lighting, panels) Brand Name(s)
- System Protocol (BACnet, LonWorks, Proprietary or Combo)
- LAN Communication Structure (Peer-to-peer, Polling)
- Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
- Third party interface (Drivers and Gateways)
- Remote alarm and message capabilities
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)

- Estimated Market Share (North America)
- Detail Features & Benefits

◆ **Cooling Towers**

Please see above response,
we can perform all services
noted.

- Type (e.g., open, closed, evaporative, other)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Pumps**

Please see above response,
we can perform all services
noted.

- Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
- Brand Name(s)
- Capacity Range (GPM)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Invertors**

Please see above response,
we can perform all services
noted.

- Brand Name(s)
- Capacity Range (HP)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Boilers & Water Heaters**

Please see above response,
we can perform all services
noted.

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)

- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Capacity Range (MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **HVAC Specialty Products**

Please see above response,
we can perform all services
noted.

- Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Capacity Range (CFM and/or MBH)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ **Equipment Parts and Supplies**

Please see above response,
we can perform all services
noted.

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
- Brand Name(s) stocked
- Location of stocking parts
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Percentage of locally stocked parts to delivered parts
- Detail Features & Benefits

Respondents are requested to provide service forms with detailed description of your service offerings. Provide the minimum information as listed for your service categories on the following classifications of service:

◆ **Startup & Commissioning Services**

ACCO generally self performs startup, depending on the warranty and manufacture recommendations.

- Define process for validation of system or equipment operation to design

- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other)
- References (public sector only) Please see references documents previously attached.
- Case studies describing benefits of services Please see references documents previously attached.

◆ **Service & Maintenance**

ACCO has performed anything from one time maintenance to full service staffing contracts that are performance based. Typically this is guided by the manufacture recommendations or customer preference or needs. Please reference the company brochure provided at the end of Tab 4 for additional information.

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
- Define processes for each type of service and/or maintenance of the system or the equipment
- List key personnel (factory, sub-contract, other)
- References (public sector only) Please see references documents previously attached.
- Case studies describing benefits of services Please see references documents previously attached.

◆ **Installation and Turnkey Contracting**

ACCO has performed anything from one time maintenance to full service staffing contracts that are performance based. Typically this is guided by the manufacture recommendations or customer preference or needs. Please reference the company brochure provided at the end of Tab 4 for additional information.

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
- Define processes for each type install of the system or the equipment
- Bonding and licensing capabilities
- List key personnel (factory, sub-contract, other)
- References (public sector only) Please see references documents previously attached.
- Case studies describing benefits of services Please see references documents previously attached.

◆ **Warranty Services**

ACCO typically follows the warranty services through the manufacture recommendations. Our warranty department follows through with any and all warranty request to ensure all follows proper procedures.

- Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
- Define processes for each type of warranty
- List key personnel (factory, sub-contract, other)
- References (public sector only) Please see references documents previously attached.
- Case studies describing benefits of services Please see references documents previously attached.

◆ **Energy Services**

ACCO works with each customer differently on the best approach to providing energy recommendations and solutions. Depending on the current codes and customers wants, we work with each individually to provide a plan. Most recently have been several plans for providing net zero energy solutions.

- Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)
- Define processes for each type of energy services
- Certifications of personnel
- List key personnel (factory, sub-contract, other)
- References (public sector only) Please see references documents previously attached.
- Case studies describing benefits of services Please see references documents previously attached.

◆ **Equipment Rentals**

ACCO works with several competing temporary cooling and general equipment rental companies that have the ability to confirm together to accommodate any and all equipment rental needs. These companies are always changing, updating and improving.

- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)
- Brands available
- Locations of rental fleet
- Process of accessing rental fleet during disaster event
- List key personnel (factory, sub-contract, other)
- References (public sector only) Please see references documents previously attached.
- Case studies describing benefits of services Please see references documents previously attached.

◆ **Financial Services** ACCO has the flexibility to review and provide any realm of solutions available for financing.

- Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)
- Describe type of each funding and availability
- Funding Sources (internal and/or external)
- List key personnel (internal and/or external)
- References (public sector only) Please see references documents previously attached.
- Case studies describing benefits of services Please see references documents previously attached.

◆ **Professional Services** ACCO is a full MEP company that has the ability to self perform installation or sub-contract all necessary services.

- Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other)
- Describe type of each professional service and availability
- Licensing and certification capabilities
- List key personnel (internal and/or external)
- References (public sector only) Please see references documents previously attached.
- Case studies describing benefits of services Please see references documents previously attached.

◆ **Site Surveys** ACCO can self perform all necessary surveys or subcontract any necessary services in order to obtain all necessary information to propose the solution needed.

- Type (e.g., Equipment, system analysis, operational, architectural and other)
- Describe type of survey
- Licensing and certification capabilities
- Advanced technology uses for each type of survey
- List key personnel (internal and/or external)
- References (public sector only) Please see references documents previously attached.
- Case studies describing benefits of services Please see references documents previously attached.

Tab 8 – Value Added Products and Services

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

****Please see next page for value added service.**

Executive Summary

- ◆ Describe the product and/or service in an outline format
- ◆ Describe the value to participating agencies
- ◆ Describe the value to NCPA
- ◆ Describe how your company would market this product and/or service through this contract
- ◆ Provide an anticipated size of the market for this product and/or service in the public arena

Detail Description

- ◆ Where is the product manufactured?
- ◆ Any certifications provided?
- ◆ Where is the service performed?
- ◆ Who performs the service and what is their expertise?
- ◆ Is this a proprietary product and, if not, who is your competition?
- ◆ Provide references
- ◆ Provide case studies
- ◆ Provide any pricing that is different than the pricing in Appendix C in this solicitation.

****Please see next page for value added service.**

Project Management

Your Personal Representative

At ACCO, when we accept a job, we accept all the responsibility that goes with it. An ACCO Project Manager supervises the project from the initial contact through conceptual studies, engineering design, energy studies, estimating, sales, construction and commissioning. This responsibility continues through final acceptance as well as the warranty period.

Your Project Manager's responsibility is to get your job done ... on time and on budget. ACCO pioneered this single source of responsibility to ensure that we adhere strictly to all of the project requirements, quality demands and time schedules.

Keeping Your Project on Schedule

Keeping on schedule requires a large amount of up-to-date information. ACCO maintains a computerized database on all projects to allow project managers to have immediate access to up-to-date labor reports, equipment and materials status, and time and cost accounting.

Diverse Experience & A Flexible Approach

ACCO has successfully completed projects of every variety- from simple warehouse installations to complex semiconductor and bio-tech fabrication facilities requiring the most advanced technological skills.

We can work with an engineer of your choice to develop and analyze systems for your project, or you can utilize ACCO's in-house engineering resources to design the system for your project that meets your quality and budget requirements. In both cases, we guarantee price, performance, and schedule.



Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

ACCO ENGINEERED SYSTEMS

Print Name

PATRICK A. ROCHAN

Address

265 MCCORMICK AVE

City, State, Zip

COSTA MESA CA 92626

Authorized signature



Date

11/15/19

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

11/15/19

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name ACCO ENGINEERED SYSTEMS

Address 265 MCCORMICK AVE.

City/State/Zip COSTA MESA, CA 92626


Telephone No. 949-331-8337

Fax No. —

Email address prochon@accos.com / erose@accos.com

Printed name PATRICK A. ROCHON

Position with company REGIONAL MANAGER

Authorized signature 

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L. 94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payroll, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

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

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, September 10th, 2020

ACCO Engineered Systems, Inc.,
ATTN: Patrick Rochon
6446 E. Washington Blvd
Commerce, CA 90040

Re: Annual Renewal of NCPA contract #02-73

Dear Patrick:

Region XIV Education Service Center is happy to announce that ACCO Engineered Systems, Inc. has been awarded an annual contract renewal for HVAC Equipment, Installation, Service & Related Products - Supplemental based on the proposal submitted to Region XIV ESC.

The contract will expire on November 30th, 2021, completing the second year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Shane Fields".

Shane Fields
Region XIV, Executive Director



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 2nd, 2021

**ACCO Engineered Systems, Inc.,
ATTN: Patrick Rochon
6446 E. Washington Blvd
Commerce, CA 90040**

Re: Annual Renewal of NCPA contract #02-73

Dear Patrick:

Region XIV Education Service Center is happy to announce that ACCO Engineered Systems, Inc. has been awarded an annual contract renewal for HVAC Equipment, Installation, Service & Related Products - Supplemental based on the proposal submitted to Region XIV ESC.

The contract will expire on November 30th, 2022, completing the fourth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, reading "Shane Fields".

**Shane Fields
Region XIV, Executive Director**

EXHIBIT B

Proposal #2022-7301104214
Please see attached page(s).



National Cooperative Purchasing Alliance

BID CONTRACT

NCPA Contract 02-73

NCPA RQN Proposal #: 2022-7301104214

ACCO Engineered Systems

6678 W. Sunset Rd., Suite #160 | Las Vegas, NV 89118

Telephone: (702) 405-1811

Quotation to:

City of North Las Vegas
2250 Las Vegas Blvd North
North Las Vegas, NV 89030
Attn: Eric Robison, Bobby Mayes

Job Name/Address

Replacement of (3) RBI hydronic boilers
North Las Vegas Justice Center
2332 Las Vegas Blvd N
North Las Vegas, NV 89030

THE CONDITIONS PRINTED EITHER ON THE REVERSE SIDE OR ATTACHED ARE PART HEREOF.

This work or price quotation does not include detection, abatement, encapsulation or removal of asbestos or products, materials, or equipment containing asbestos.

ACCO to provide the following services:

- Provide (3) RBI LB1480-2S hydronic boilers. These boilers are like for like with existing boilers. All existing boiler stack, Hot Water piping, and gas lines to be re-used to minimize replacement costs. Includes all permitting fees for the State of Nevada regarding replacement of a boiler or pressure vessel.
- Scope of work to include: 1. Isolate, depressurize, and Lock Out/Tag Out Justice Center Hot Water system as required to allow replacement of affected machinery. 2. Demo and removal of (3) existing RBI boilers. 3. Removal of existing as well as the lowering of replacement RBI boilers to be via crane service. 4. Set all (3) boilers. 5. Reconnect exhaust flue, Hot Water lines, and gas lines. 6. Clear Lock Out/Tag Out and retest all connections. 7. Startup all (3) replacement boilers and perform combustion analysis. 8. Perform all permitting testing as required by the State of Nevada.

Exclusions:

- Defects to existing wiring, piping equipment, or system separate from the specific listed scope shall be excluded from this bid. Any issues arising from existing defect shall be considered a change order separate from this proposal.
- Work to be performed during regular business hours.

Our price - \$ 84,897.00

Contractors are required by law to be licensed and bonded

Your signed acceptance of this Bid Contract within **45 days** from August 22, 2022 shall, upon the acceptance of the Seller, constitutes a contract to perform the work described above, including all Terms and Conditions contained herein. Seller shall be defined to mean the Owner, Owners/Agent, Builder, Architect, lessees, or any person acting on behalf of any of the foregoing.

Prepared in duplicate August 22, 2022.

ACCO Engineered Systems

By: *Mike Nilson*

Mike Nilson

Service Sales Engineer



Customer

Accepted for BUYER

A signature below indicates acceptance of the terms and conditions as set forth on page 2 of this contract.

By: _____
(Authorized Signature)

Name/Title: _____

Date of Acceptance: _____

TERMS AND CONDITIONS TO BID CONTRACT

1. All work shall be performed during normal working hours unless otherwise stated herein.
2. ACCO Engineered Systems, agrees to maintain in full force and effect a Workmen's Compensation Insurance policy in substantial amounts to protect all parties to this agreement, furnishing certificates of insurance, if required by Buyer.
3. Buyer shall prepare the premises to permit free movement and erection of materials, providing necessary openings, supports, cutting, patching, necessary public utility and steam services, and pay all fees in accordance with codes and ordinances unless otherwise indicated in this Bid Contract.
4. In the event that the Seller encounters any asbestos product or material in the course of performing its work, the Seller shall have the right to immediately discontinue its work and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence of method or its work occasioned as a consequence of said encounter.
5. ACCO Engineered Systems extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up Date. ACCO Engineered Systems guarantees all repaired materials, parts and labor for a period of ninety (90) days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein.
6. Seller shall not be liable for any consequential damages including, but not limited to, liquidated damages, loss of rent, interest expense, extended overhead or any other delay damages of any kind, nature or description. It is expressly understood and agreed that the only liability of Seller is to replace defective workmanship or material as herein above set forth.
7. ACCO Engineered Systems agrees that for a period of ninety (90) days following the initial operation of the installation, it will replace any refrigerant loss caused by defects in the equipment, material, parts, or workmanship furnished under this contract. Replacement of refrigerant due to failure or defects other than items furnished by Seller is not included as a part of this agreement.
8. ACCO Engineered Systems shall not be liable for the corrosive or erosive action of liquids and/or gases upon the equipment specified and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.
9. This agreement shall not be binding until duly accepted by an authorized officer of ACCO Engineered Systems. No person has authority to make or claim any representation, warranty, term, promise, or condition, expressed or implied statutory or otherwise, which is not expressed herein. This agreement constitutes the entire agreement between the parties and supersedes and revokes any previous agreement, written or oral, with respect to the labor and equipment covered hereby and may not be amended or modified except in writing executed by the parties hereto.
10. Under no circumstances shall the liability of Seller arising out of the sale or erection of the equipment hereunder, or arising out of its use, whether on warranties or otherwise, in any case exceed the lesser of the following: (a) Cost of correcting defects in the equipment or workmanship; or (b) the difference in value between the installation as installed and the cost of the original installation thereof, if installed

strictly as in the contract documents set forth. And in no event shall any claims be made by either party against the other for consequential damages.

11. The Seller shall not be bound by any plans and specifications or conditions existing or otherwise, that have not been presented to or delivered to it for the purpose of submitting this bid, nor shall the Seller be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting this bid, or which had become obsolete and which no longer was enforced by such public body enacting the same.

12. The Seller shall be excused for any delay in completion of this Bid Contract caused by acts of God, including but not limited to, wind, rain, flood, storm, landslide, subsidence and earthquake; acts of neglect of owner or architect or by any employee or agent of either; acts of neglect of separate contractors employed by owner; acts of public utilities or governmental or public bodies or their agents; material shortages; labor trouble, labor slowdowns; strikes; union activity causing a reduction in productivity; fire; casualty; delay in transportation; changes ordered in the work; failure of Buyer to make payments to Seller as required under this Bid Contract, or other causes beyond the reasonable control of Seller, any of which shall automatically entitle Seller to reasonable or necessary extensions of the completion date of the work and to an equitable adjustment of the contract price to compensate Seller for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay.

13. If any of the materials specified are not readily available, the Seller may substitute equally efficient materials or fixtures of generally similar character in lieu of the equipment, materials or fixtures specified, and it shall allow any differential between the original cost of the materials specified and the materials furnished.

14. In the event of inability to obtain labor at union scale or without paying a premium above such scale, Seller may delay performance until same shall be obtainable without premium payment or at the option of the Buyer the latter may require the use of materials or labor requiring the payment of such excess cost, but upon condition that the Buyer shall pay such excess.

15. No additional work will be performed unless it is authorized in writing by the Buyer. If the Buyer refuses to sign a written work authorization or change order for the extra work, Seller reserves the right to refuse to perform the extra work.

16. Should either party hereto bring suit in court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.

17. Seller assumes no responsibility for the design on those jobs where Seller prepares working or shop drawings from designs furnished by others. Seller assumes no responsibility whatsoever for design or operative end result under any contract unless there is affirmatively stated on the obverse side of this Bid Contract, a direct undertaking so to do.

18. Seller may suspend further performance under this Bid Contract upon three (3) days written notice to the Buyer in the event the Buyer is in breach of this Bid Contract for breach other than non-payment. Notice need not be given if work is suspended due to non-payment or due to the failure of the Buyer to pay for change orders as provided herein. In the event Seller elects to suspend performance, Seller shall be entitled to remobilization costs, including profit and overhead, upon the Buyer bringing payments current or issuing proper change orders for extra work. Such costs will equal actual losses sustained by Seller in terminating and restarting work.



19. This contract is entered into upon the understanding that in the prosecution of any work herein specified Seller will be allowed sufficient time for the performance of said work on the basis of a normal eight-hour day, and in the event that Buyer

or any subcontractor require Seller to perform such labor on an overtime basis, then such additional expense of every kind and character as Seller may be required to incur on account of said overtime labor, shall constitute an additional charge herein.

20. It is agreed that Buyer is to provide without cost to Seller, proper hoisting conveyances and scaffolding (including the use of engineer) at times so as to not delay Seller's part of the work, unless otherwise indicated in this proposal.

21. Any loss or damage to materials or equipment occurring, at the site of the project occasioned by fire, flood, earthquake, windstorm, riot or civil commotion shall be protected by Builders Risk Insurance procured by the contractor or owner without cost to Seller and Seller shall receive a proportionate share of the amount of any payment loss under any such policy or policies according as Seller's interest may appear.

22. Notwithstanding any provision in the plans, specifications, contract between prime contractor and owner, general conditions, or any contract documents executed by and between contractor and owner having to do with the subject now stated, Seller shall not be liable for the cost of correcting defects occasioned by the acts or omissions of employees of other subcontractors, the prime contractor, owner or any segregated contractor, to work performed by Seller. Before Seller proceeds with any corrective work to repair such damage, the prime contractor, or other person contracting with Seller in this Bid Contract, shall give Seller an unqualified instruction to proceed with the work upon their responsibility to compensate Seller therefor as an extra.

23. The Seller has the right to assign all or any portion of its rights and duties pending approval of the subcontractor by the buyer prior to work commencement.

24. In the event of a conflict between the terms and conditions of this Bid Contract and terms and conditions stated in the plans and specifications, or any other contract document, including the prime contract between owner and prime contractor, the terms of this Bid Contract shall govern.

25. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may, at its option, suspend work and deliveries under this contract until it has received full settlement or security for services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment, or give such security, then the full amount due under this contract at such time, for labor and material and/or equipment furnished shall immediately become due and payable and Seller shall have the right and the option to terminate this agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of the time fixed for the performance of this contract equal to the time of such suspension, shall automatically occur. If legal action is filed to effect collection of any sums due hereunder, Seller shall be entitled to reasonable attorney fees in addition to all other damages found to be due hereunder.

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002109980
LICENSE NUMBER: 2006114-240
LICENSE PERIOD: 05/01/2022 - 10/31/2022

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:
CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Sunbelt Controls, Inc.
888 E Walnut St
Pasadena, CA 91101

BUSINESS LOCATION ADDRESS:

2875 E Patrick Ln Ste I
Las Vegas, NV 89120

TYPE OF LICENSE: Contractors

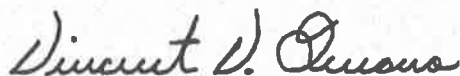
All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

Current Planning Comments :

M-1 zone. Approved for contractor.

DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.
PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



VINCENT V. QUEANO
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE

500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252