

Request for Proposal (RFP) for Facilities Management Solutions and Related Services

Solicitation Number: 16-21

Publication Date: Tuesday, June 8th, 2021

Notice to Respondent:

Submittal Deadline: Thursday, July 22nd, 2021 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 15th, 2021. 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 Facilities Management Solutions and Related Services 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 Facilities Management Solutions and Related Services, 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 electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For

Facilities Management Solutions and Related Services

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 16-21



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 Facilities Management Solutions and Related Services.
- ◆ 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. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. 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.

Instructions to Respondents

- ◆ Submission of Response
 - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - 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 electronically via our online Bonfire portal. 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. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

- ◆ 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

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 for up to four (4) additional one-year terms or any combination of time equally not more than 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 (distributors/business partners/resellers) 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 shall include 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.
 - 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
- ◆ 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.
- ◆ 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. 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.

◆ 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. 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.

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 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.
- ◆ 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 \$20 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 respondent's 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 Facilities Management Solutions and Related Services;

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

| Agency Name | State | Zip Code | Date | PO or Job # | RQN Number | Sale Amount | Admin Fee |
|-------------|-------|----------|------|-------------|------------|-------------|-----------|
|-------------|-------|----------|------|-------------|------------|-------------|-----------|

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee of three (3%) for the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ 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

(Direct link is <http://www.ncpa.us/Facilities/Register>)

*** 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 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- 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.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **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:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller 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; 2018, 2019, 2020.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2018, 2019, 2020.
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. What equipment/system support documents will your company provide?

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

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

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

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

23. How many products do you stock? Where?

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

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

26. Are all security products UL listed and in compliance with all applicable codes in all states?

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

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

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

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

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

32. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
33. What is your standard warranty on replacement parts?
34. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?
35. 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:

36. 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.
37. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.
38. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
39. Please describe the quality program(s) within your company which measures your service work.
40. Describe your call center organization.
41. 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?
42. 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?
43. 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.
44. What technology such as GPS tracking does your company use to track completion of repairs?

45. What is the reputation of your company's service in the public marketplace?
46. Identify the process of receiving a purchase order to the providing of a service contract.
47. Describe your company's startup and system checkout responsibilities
48. Describe your company's post-installation and warranty support
49. Describe your company's steps for system analysis.
50. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customer receive consistent service support, security responsibility verification, and management reporting?
51. 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?
52. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
53. Is warranty coverage dependent on using your start-up procedure?
54. Who performs your start-up procedure?
55. 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.
56. Describe what project scheduling tools your company use to track projects during construction.
57. Describe how your company handles site development and project permitting process.
58. Describe your company's construction management plan.
59. What is your standard warranty on installation?
60. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

61. State whether your company provides a quality guarantee on your service. If so, please describe.
62. 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:

63. Describe your company's safety program during service/repair work.
64. Describe your company's safety program during construction.
65. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.
66. What reporting mechanism does your company provided to the customer upon completion of any project?

MARKETING/ SALES

67. 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
68. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
69. Explain how your company plans to market this agreement to existing government customers.
70. Provide a detailed 90-day plan describing how the contract will be implemented within your company.
71. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.

72. 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.

73. 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

74. 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).

75. Describe the capacity of your company to report quarterly sales through this agreement.

76. 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.

77. 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.

78. Green Initiatives

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

79. Certifications (if applicable)

- 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. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

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 for the following classifications of Heavy-duty Transportation Maintenance Equipment Solutions and Related Services. Please provide separately attach unit (product) or turnkey (labor solution) descriptions for the following:

Facilities Management Solutions and Related Services

Responder(s) shall meet or exceed the following general requirements:

1. Minimum Respondent(s) Qualifications

Responder(s) shall be capable of furnishing and delivering, as required, all labor, vehicle(s), and equipment as necessary to provide services requested by NCPA members. Responder(s) shall ensure equipment meets or exceeds industry standards for the type of work being performed at all project sites to continuously and diligently accomplish the work.

A. Experience

Responder(s) shall possess a minimum of ten (10) concurrent years of documented experience in building and facilities operations and maintenance services, in addition to the development and execution of an ongoing maintenance program. Responder(s) personnel shall possess the required minimum number of years of experience identified herein in the Vendor Profile section of this RFP. Responder(s) shall be experienced in continuous improvement processes.

B. Applicable Laws and Standards

All work shall be performed to the most recent standards and specifications throughout the contract duration included and stated herein, but not limited to, maintenance practices and specifications, state and local building codes when applicable, agency building codes when applicable, National Electric Code published by the National Fire Protection Association International Building Code, Occupational Safety and Health Administration, all Federal, State, Local and Municipal laws and ordinances as well as all applicable industry codes.

Additionally, all work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced employees. Proper health and safety measures shall be taken by the Respondent(s) to ensure safety for the public, employees, Respondent(s) employees and subcontractors.

C. Safety

All safety materials and or devices necessary to perform the work in a safe and orderly manner shall be furnished by the Respondent(s). Safety equipment for Respondent(s) personnel shall include but not be limited to all necessary PPE: i.e., work boots meeting all safety standards, safety glasses, ear plugs, reflective vests, lockout/tagout, etc.

2. Computerized Maintenance Management System (CMMS) (Work Order System)

Computerized Maintenance Management System (CMMS) Requirements: The Respondent shall provide and utilize a non-proprietary web-based computerized maintenance management system (CMMS) to manage and track all maintenance work and provide all requested reports for contract

oversight responsibilities. All preventive maintenance work orders shall be printed, distributed, completed, and closed out by the Respondent.

The CMMS software selected by the Respondent must have the capabilities to scheduling and reporting on preventive and corrective repair and project maintenance work, including scheduled rounds and routine and periodic tasks and maintain histories of scheduled and unscheduled maintenance, repair, labor and parts and materials utilization for each piece of equipment. Maintenance shall include the following:

A. Preventive Maintenance: Preventive maintenance includes inspections, lubrication, tests, adjustments, and corrective maintenance tasks. The Respondent shall control scheduling the interval of preventive maintenance and task functions to be performed by both calendar periods and operating hours (run time) as applicable to each piece of equipment. Preventive maintenance must follow the original manufacturer's recommendations.

B. Predictive Maintenance: The Respondent shall control scheduling for predictive maintenance including but not limited to oil spectrum and vibration analyses as well as fan and pump pulley and shaft alignment.

C. Repair Maintenance: Repair maintenance includes all repair, replacement, and adjustment of equipment in response to conditions discovered during performance of preventive maintenance, equipment breakdown/improper operation, or occupant/occupant complaint. Repair work orders shall be generated as required to respond to problems as they occur. Except in response to occupant complaints or safety requirements, repair work orders shall be scheduled for completion depending on priority, availability of parts, workload, and convenience of occupants. Repair maintenance involving safety considerations or possible damage shall be responded to immediately. Repairs must follow original manufacturer's recommendations.

The CMMS must maintain information regarding the facilities both aggregately as well as by individual facilities. Subcontracted maintenance must be tracked and reported. Inventory levels, costs and utilization must be maintained and reported as well as spare part and critical spare part information.

The CMMS must be nonproprietary, track vendor history, including warranty tracking, delivery, and parts reliability and cost performance.

The Respondent 's CMMS shall produce reports in a labor distribution format sufficient to allow accurate budgeting and charge back for all labor and material usage each department within the agency's managed facility. Labor and material must also be broken out by maintenance, housekeeping, and other functions required for budgeting by the agency. The CMMS must have the capability to capture costs associated with each piece of equipment. Each piece of equipment must be uniquely defined. The CMMS must have provisions for providing a running labor and material cost history for each piece of equipment in a month-to-date, year-to-date, and life-to-date format. These reports are to be made available upon request by the agency and not less than annually.

3. Technical Requirements

In order to perform the work described herein, Responder(s) shall provide all necessary tools, vehicles, equipment.

Respondent(s) shall maintain project sites, storage rooms, shops and mechanical/electrical equipment rooms in a clean and orderly fashion and remove all trash, debris, containers and etc. from the project

sites upon completion of work each day and dispose of materials in accordance with federal and state regulations. Member agency is not responsible for Respondent(s) errors and omissions.

Respondent(s) shall provide trained and qualified personnel to provide all services related to this RFP and shall identify classifications and specialties needed to maintain the contract as required. Classifications identified herein shall establish minimum service requirements. Respondent(s) shall identify within proposal submission all classifications, specialties and hourly rates needed to perform the services herein.

A. Hours of Operation

Agencies may require an on-call person 24-hour a day operation, 365 days a year. Respondent(s) shall describe required hours of operation, days per week, and weeks per year to agencies. Describe shifts for total hours per week. Provide flexible start and end times to avoid OT. Respondent(s) is responsible for scheduling and maintaining required staff on a daily basis in order to meet agency's maintenance needs. Respondent(s) is solely responsible for scheduling workers and subcontractors to ensure compliance with all federal and state wage requirements.

B. Maintenance Program

Respondent(s) shall manage ongoing maintenance program(s) including the performance of service needs determinations, location of resources, work assignments and management of resources. Respondent(s) shall develop a program that illustrates how the maintenance program will be managed based on the requirements described in this RFP. Implementation and setup of a CMMS system may be required by agency. All updates are the responsibility of the Respondent(s). The information loaded onto the system will remain the property of the agency.

C. Facility Maintenance Service Calls

Respondent(s) shall maintain a service log, which shall detail complaints or requests and or the nature of the items contained in the log. The service log shall be made available to agency for review upon request. Respondent(s) shall contact agency to determine priority of each service request. Respondent(s) shall indicate their levels of service call responses for incident/emergency service call, non-routine Maintenance/Non-Emergency Asset Damage Service Call and Routine Maintenance Service Call. It is expected to have a max of 30 minute response for licensed trade personnel. Indicate:

- Response time
- Maximum restoration of service
- After hour response time

D. Facilities Maintenance and Inspection

Respondent(s) shall perform routine maintenance of buildings/facilities and ancillary structures. If agency so chooses, custodians will remain employees of agency or the current subcontractor and their duties will remain. Respondent(s) shall maintain the facilities in accordance with the requirement of the maintenance specifications detailed in the operation and maintenance plans for each facility, equipment, equipment/material warranty provisions, local building codes, and industry best practices. Respondent(s) shall maintain all components of the facilities including building exterior surfaces, sanitary sewer systems, HVAC systems, electrical and plumbing systems, routine maintenance and carpentry of structural items, painting and exterior cleaning of facilities, potable water facilities and auxiliary electrical systems.

E. Rapid Response Demand support services

Respondent(s) can receive Rapid Response Demand work requests by email, phone, radio and/or

verbally. Respondent(s) shall have the ability to handle requests from agency with any or all of the methods of communication. Response expectations shall be immediate (less than an hour) during agency's normal operational hours. Exceptions will be on declared holidays, agency closure or any hours so designated by the agency. Many skills will be necessary to field the various work requests and complete in a high quality, timely fashion.

4. On site staff requirements:

A. Pre-employment/assignment: In accordance with agency's employment policies for new hires, including temporaries and Respondent(s) employees/contractors, the following requirements shall be met at Respondent(s)'s expense:

- Thorough background check including criminal activity
- Verification of licensure and/or certification
- Physical
- Pre-employment drug screens (U/A and Hair Analysis)
- Finger printing

Respondent(s) warrants it shall provide qualified personnel who shall perform in a professional manner. "Professional manner" means the personnel performing shall possess the skill, license(s) and competence consistent with the prevailing business standards within the State of Texas and any other state requirements respondent(s) so chooses to offer their product(s) and service(s).

Respondent(s) shall ensure that the project manager, facility supervisor and members of each crew, speak and write fluently in English. The project manager, facility supervisors, crews, and specialist shall be subject to perform duties within their ability and expertise and as assigned by agency in addition to the tasks listed in their contract.

At no time shall Respondent(s) permit or allow Respondent(s) personnel or subcontractors to have present at any agency facility, alcohol, controlled substances, or firearms.

Any person employed by Respondent(s) or any subcontractor who, in the reasonable opinion of agency, does not perform in a professional or skillful manner, or is disrespectful, intemperate, disorderly or otherwise objectionable, shall, at the written request of agency, be removed from the jobsite by the Respondent(s) or any subcontractor employing such person. Any such person who is removed shall not be assigned again to any agency facility without the prior written consent of agency.

B. 90 Day Quick Start Crew:

At the request of agency, respondent(s) may provide a one-time crew for a short duration (up to ninety (90) days) to include a supervisor and two (2) employees, two weeks after contract start. This crew will work nights and weekends as needed to complete general maintenance, painting, woodwork staining, carpentry, etc. The Respondent(s) is to provide a plan, outlining the projects this crew will complete, within 2 weeks of contract start. This plan will be agreed upon with the agency Site Services Director.

C. Onsite Facilities Management Team:

Project Manager

At the request of agency, respondent(s) may provide a full-time Project Manager (PM) dedicated to the agency. The PM shall possess three (3) to five (5) years of experience managing large asset

management/facility maintenance projects. The PM shall manage the overall administration, daily maintenance activities and Rapid Response demand support works and shall work out of agency's provided office space. Agency will provide office and storage space at the agency's Facility for the manager and crew. The PM shall be responsible for managing and scheduling all Respondent(s) resources including equipment, tools, personnel, and subcontractors and will be the key point of contact between the Respondent(s) and agency.

The PM shall conduct, at minimum, bi-weekly meetings with agency. Site Services Director to discuss any maintenance issues, rapid response demand support, procedural updates, or other issues affecting the services performed. All meetings shall be documented by Respondent(s) and made available to agency.

Facility Supervisor

At the request of agency, Respondent(s) may provide a dedicated full-time Supervisor/Crew Lead (FS). This Supervisor shall possess two (2) to five (5) years of experience directing daily workload for a small crew. The FS shall be responsible for managing all the crews, specialists and subcontractors hired by Respondent(s) to perform the work requirements including the following tasks:

- Daily supervision of all technicians, laborers, specialists and subcontractors
- Field inspection of all work performed by the Respondent(s) and its subcontractors.
- Ensure that preventative maintenance is being performed on schedule and service calls are responded to and completed within the allotted time.
- Assist the PM with requested daily, weekly and monthly reporting requirements.

Skilled Facility Crews and Operations and Maintenance Staff

Members of the crew shall be skilled in various types of facilities maintenance to include the services listed below. Painters shall have at least two (2) or more years of progressively increased experience in interior/exterior painting, staining, texturing, floating, finishing, wall repairs, sheet metal repair, and carpentry work.

The following services, at a minimum, may be performed by the onsite staff:

- HVAC
- Electrical
- Plumbing
- CUP Operations
- Lighting
- Preventive Maintenance
- CMMS System
- Chiller/Cooling Towers
- Painting, Staining
- Groundskeeping
- Custodial

The following services can be performed by the onsite operations and maintenance staff or the Respondent(s) can choose to manage a subcontractor:

- EMS
- Data Center
- Fire Systems
- Compressed Air

- Elevators
- Parking Lot(s)
- Generators/ATS
- Water Treatment
- Window Cleaning
- Pest Control
- Roof

Rapid Response Staff

The following services, at a minimum, shall be performed by the onsite staff:

- Conference room set up
- Furniture requests
- Small moves
- Small repairs
- IT asset handling
- Paper delivery
- Copy centers
- Security support
- Signage
- Supplies
- Trash
- Keys/locks
- Shredding service

Behaviors and Attitude

All Respondent(s) members supporting this contract shall have training in customer service. This should include, but not be limited to, providing services with friendly, can-do, positive, respectful attitudes and behaviors. The expectation is that the Respondent(s)'s onsite staff be ready to provide helpful customer service each and every day. The Respondent(s) needs to have the ability to be flexible with staff assignments, as projects and work orders vary day-to-day.

Uniforms

All Respondent(s) members of the onsite staff shall wear a uniform acceptable to the agency. The exact specifications, colors, etc., will be mutually agreed upon and approved by the Site Services Director.

5. Other Items:

A. Damages

In the event a Respondent(s) fails to satisfactorily complete the scope of work in this RFP, and or response times are not met, Respondent(s), at the sole discretion of agency, may be subject to damages. Agency can deduct from the payments due the Respondent(s) each month, an agreed upon sum for actual, compensatory, consequential and/or liquidated damages. Where liquidated damages are mentioned, which is agreed upon not as a penalty, but as fixed and liquidated damages for each day/hour of such delay, to be paid in full and is subject to no deduction. If the payments due to Respondent(s) are less than the amount of such damages said damages shall be deducted from any other monies due or to become due the Respondent(s) or shall be paid by the Respondent(s)'s surety. Respondent(s) shall identify, in writing to the Site Services Director (SD), the reasons, conditions or any mitigating

circumstances for the non-compliance. The SD will review and determine the appropriate action to be taken. The agency SD will notify the Respondent(s) in writing as to any determination regarding the assessment of damages.

B. Purchase Order

Services and/or products must not be provided and invoices will not be paid without a purchase order, signed by agency. Purchase orders will be written in annual increments.

C. Invoices

Respondent(s) shall submit an invoice upon completion of each monthly deliverable. Monthly deliverables will be considered complete only upon written acceptance by agency. Each invoice shall include deliverable(s) completed and the price for each. Invoice shall be submitted on a monthly basis for maintenance work performed during the previous month. All payment requests will be accompanied by applicable weekly/monthly reports, backup tabulations, and copies of employee time sheets for hourly T&M (Time and Material) tasks. Monthly reports shall include Monthly Timesheet Report and Activity Completion Report. Respondent(s) shall provide a breakdown of charges in an agreed upon format, on the monthly invoice. No charges may be billed to agency unless such costs are explicitly included in the agreement. The exact format for monthly invoices and other attachments will be agreed upon between the Respondent(s) and agency during contract negotiations.

D. Payments

Respondent(s) will be compensated monthly based on the Pricing/Delivery Information sheet and in accordance with agency payment procedures.

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

- ◆ Please submit price list electronically via our online Bonfire portal. Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item. 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 or margin 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.
- ◆ Price material, equipment and transportation charges as shown below.
- ◆ 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.

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, a field technician’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. The classification definitions shall be described in this RFP. 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 | |

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| Water proofers/Caulkers | |
| Water Treatment Technician | |
| Miscellaneous Material Margins/Markups | 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 | |
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| 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 |

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| 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 |

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| 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 |

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| | 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.

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 Tab 7 in this solicitation.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ 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 statutes 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 _____

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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/State_and_Territories.shtml

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