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.

Assignment of Contract

- No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

- Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

- The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
♦ Tax Exempt Status
  ➢ Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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

♦ Adding authorized distributors/dealers
  ➢ Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
  ➢ Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
  ➢ Purchase orders and payment can only be made to awarded vendor unless otherwise 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, unless otherwise approved by NCPA.

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

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

- All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- The awarded vendor agrees to pay administrative fees to NCPA of **four percent (4%)**.

♦ Audit rights

- Vendor shall, at Vendor’s sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- Region 14 ESC shall have the authority to conduct random audits of Vendor’s pricing that is offered to eligible entities at Region 14 ESC’s sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor’s pricing at Vendor’s sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

♦ Indemnity

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

♦ Licenses and Duty to keep current licenses

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

♦ Franchise Tax

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

♦ Supplemental Agreements

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

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

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

Protest

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

- Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

♦ Prevailing Wage

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

♦ Miscellaneous

➢ Either party may cancel this contract in whole or in part by providing written notice. The
cancellation will take effect 30 business days after the other party receives the notice of
cancellation. After the 30th business day all work will cease following completion of final
purchase order.

♦ Cancellation for Non-Performance or Contractor Deficiency

➢ Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or
if purchase volume is determined to be low volume in any 12-month period.
➢ Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure
by contractor to carry out any obligation, term or condition of the contract.
➢ Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act
in any of the following:

♦ Providing material that does not meet the specifications of the contract;
♦ Providing work and/or material that was not awarded under the contract;
♦ Failing to adequately perform the services set forth in the scope of work and
specifications;
♦ Failing to complete required work or furnish required materials within a reasonable
amount of time;
♦ Failing to make progress in performance of the contract and/or giving Region 14 ESC
reason to believe that contractor will not or cannot perform the requirements of the
contract;

➢ Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a
satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern
may result in contract cancellation. Upon cancellation under this paragraph, all goods,
materials, work, documents, data and reports prepared by contractor under the contract shall
become the property of Region 14 ESC on demand.

♦ Open Records Policy

➢ Because Region 14 ESC is a governmental entity responses submitted are subject to release
as public information after contracts are executed. If a vendor believes that its response, or
parts of its response, may be exempted from disclosure, the vendor must specify page-by-
page and line-by-line the parts of the response, which it believes, are exempt. In addition,
the respondent must specify which exception(s) are applicable and provide detailed
reasons to substantiate the exception(s).
➢ The determination of whether information is confidential and not subject to disclosure is
the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG
sufficient information to render an opinion and therefore, vague and general claims to
confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

♦ Cancellation for Conflict of Interest

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

♦ Registered Sex Offender Restriction

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

♦ Contract's Employment Eligibility

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

♦ Terrorism Country Divestments

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

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

Indemnification

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

Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

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

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

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

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

- **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 1 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.
Evaluation

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

Formation of Contract

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

NCPA Administrative Agreement

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

Clarifications / Discussions

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

Multiple Awards

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

Past Performance

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

- **Product & Services/Pricing (40 points)**
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - Competitive Level of Pricing for vendor's available products and services
  - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - Other factors relevant to this section as submitted by the responder(s)

- **Ability to Provide and Perform the Required Services for the Contract (25 points)**
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror’s safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer

- **References (10 points)**
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- **Qualification and Experience (15 points)**
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
Other factors relevant to this section as submitted by the proposer

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

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

Prices are guaranteed: **120 days**

<table>
<thead>
<tr>
<th>Company name</th>
<th>RELIANT ELEVATOR INSPECTIONS &amp; CONSULTING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1169 N. BURLESON BLVD, #107-247</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>BURLESON, TEXAS 76028</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>972-342-2587</td>
</tr>
<tr>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:INSPECTIONS@RELIANTELEVATORINSPECTIONS.COM">INSPECTIONS@RELIANTELEVATORINSPECTIONS.COM</a></td>
</tr>
<tr>
<td>Printed name</td>
<td>SHARI FRICKE</td>
</tr>
<tr>
<td>Position with company</td>
<td>OWNER</td>
</tr>
<tr>
<td>Authorized signature</td>
<td></td>
</tr>
</tbody>
</table>
This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and RELIANT ELEVATOR INSPECTIONS ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 02-69, 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 Elevator Inspection 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 monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Zip Code</th>
<th>State</th>
<th>RQN Proposal #</th>
<th>Order Date</th>
<th>Internal PO, Job #, FX#, Notes etc.</th>
<th>Sale Amount</th>
<th>Admin Fee (4%)</th>
<th>Total</th>
</tr>
</thead>
</table>

  - Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term of payment will be included in the invoice NCPA provides.

  - Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.
General Provisions

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

National Cooperative Purchasing Alliance:
Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: [Signature]
Date: August 1, 2019

Vendor: RELIANT ELEVATOR INSPECTIONS & CONSULTING
Name: SHARI FRICKE
Title: OWNER
Address: 1169 N BURLESON BLVD, #107-247
BURLESON, TEXAS 76028
Signature: [Signature]
Date: 7-22-2019
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)

```plaintext
- Alabama
- Alaska
- Arizona
- Arkansas
- California
- Colorado
- Connecticut
- Delaware
- District of Columbia
- Florida
- Georgia
- Hawaii
- Idaho
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Louisiana
- Maine
- Maryland
- Massachusetts
- Michigan
- Minnesota
- Missouri
- Montana
- Nebraska
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- New York
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Rhode Island
- South Carolina
- South Dakota
- Tennessee
- Texas
- Utah
- Vermont
- Virginia
- Washington
- West Virginia
- Wisconsin
- Wyoming
```
D 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 BURLESON, State of TEXAS.

Felony Conviction Notice

➢ Please Check Applicable Box;
  - A publicly 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: SERVICE & CONSULTING W/NO DISTRIBUTION

Processing Information

➢ Provide company contact information for the following:
  - Sales Reports / Accounts Payable

  Contact Person: SHARI FRICKE
  Title: OWNER
  Company: RELIANT ELEVATOR INSPECTIONS & CONSULTING
  Address: 1169 N BURLESON BLVD, #107-247
  City: BURLESON State: TEXAS Zip: 76028
  Phone: 972-342-2587 Email: INSPECTIONS@RELIANTELEVATORINSPECTIONS.COM
## Purchase Orders

Contact Person: SHARI FRICKE  
Title: OWNER  
Company: RELIANT ELEVATOR INSPECTIONS & CONSULTING  
Address: 1169 N BURLESON BLVD, #107-247  
City: BURLESON  
State: TEXAS  
Zip: 76028  
Phone: 972-342-2587  
Email: INSPECTIONS@RELIANTELEVATORINSPECTIONS.COM

## Sales and Marketing

Contact Person: SHARI FRICKE  
Title: OWNER  
Company: RELIANT ELEVATOR INSPECTIONS & CONSULTING  
Address: 1169 N BURLESON BLVD, #107-247  
City: BURLESON  
State: TEXAS  
Zip: 76028  
Phone: 972-342-2587  
Email: INSPECTIONS@RELIANTELEVATORINSPECTIONS.COM

### Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
  - [X] Yes  
  - [ ] No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
  - [X] Yes  
  - [ ] No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - [X] Yes  
  - [ ] No

### Cooperatives

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

<table>
<thead>
<tr>
<th>Cooperative/State Agency</th>
<th>Discount Offered</th>
<th>Expires</th>
<th>Annual Sales Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tab 4 - Vendor Profile

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

1. **Company’s official registered name.**  RELIANT ELEVATORS, LLC
   
   Established in 2012 and rebranded in 2019 as inspection & consulting company.

2. **Brief history of your company, including the year it was established.**
   
   Established in 2012 and rebranded in 2019 as inspection & consulting company.

3. **Company’s Dun & Bradstreet (D&B) number.**
   
   97-972-3598

4. **Company’s organizational chart of those individuals that would be involved in the contract.**
   
   Sole ownership, Shari Fricke is the only individual that will be involved in the contract.

5. **Corporate office location.**  1169 N Burleson Blvd, #107-247, Burleson, Texas 76028
   
   a. List the number of sales and service offices for states being bid in solicitation.  One (1)
   
   b. List the names of key contacts at each with title, address, phone and e-mail address.
   
      Shari Fricke, 1169 N Burleson Blvd, #107-247, Burleson, TX 76028 972-342-3587 inspections@reliantelevatorinspections.com

6. **Define your standard terms of payment.**
   
   Net 30 with a 1.5% discount for 10-day remittance.

7. **Who is your competition in the marketplace?**
   
   ATIS, NEIS, various independent inspectors

8. **What is your market share?**
   
   Texas

9. **What differentiates your company from competitors?**
   
   My knowledge & past history of working with cooperatives, namely TCPN. Level of customer service that we provide.

10. **Describe how your company will market this contract if awarded.**
    
    We will send out a mass e-mail to our vast database of NCPA eligible entities. Attend vendor fairs, social media and phone calls.

11. **Describe how you intend on introducing NCPA to your company.**
    
    Since it is a solo ownership, I am already fully informed of who NCPA is and the benefits of belonging to the coop.

12. **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.**
    
    As the sole owner, I respond to calls and e-mails as soon as I receive them. Our normal hours of operation are 7:30 - 6:00 Monday-Friday.

13. **Describe your process in handling High Security Areas for inspection work.**
    
    We will follow protocol that is put forth by the entity that we are inspecting for, with approved, vetted 3rd party inspectors.

14. **List the dollar volume your company completes in Elevator inspections annually.**
    
    We just rebranded as an inspection/consulting company, so we anticipate this number to be in excess of $500,000.00 annually.

15. **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?**
    
    No, this is not necessary in our line of work.

16. **Describe your process for coordinating the annual QEI inspections for all elevators, if required by each individual state. Indicate who will be present for all QEI’s.**
    
    We handle all coordination with the elevator company and send out invites to all parties. 3rd party inspectors will be present.

17. **Can agencies review your company’s proposed personnel assignments and can they request changes or substitutions to the proposed personnel? If so, describe your process? If not, explain why?**
    
    When the invitation is sent out, the inspector is listed. The customer has the ability to request another inspector at any time.

18. **Describe your training program for your field inspectors.**
    
    All inspectors are trained and certified through one of two certification agencies and they undergo mandatory classes throughout the year.

19. **Please list your company's location for technical training.**
    
    Locations vary, depending on the QEI class size. It is always performed offsite.

20. **Describe your company’s safety program during inspection work.**
    
    Our inspectors will wear PPE per the ASME code and whatever additional safety requirements the elevator company & customer require.

21. **Indicate number of lost hours or other benchmarks to verify your company’s effectiveness of their safety record.**
    
    Zero hours lost.

22. **What reporting mechanism does your company provided to the customer upon completion of any project?**
    
    Within 5-days we send completed inspection report to the customer, per state requirements.
Green Initiatives
We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world’s natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth’s climate. So we're 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.

Vendor 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. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
Small Business Enterprise (SBE) Reliant Elevator DBA Reliant Elevator Inspections & Consulting

Reliant Elevator DBA Reliant Elevator Inspections & Consulting

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

NAICS 541350: BUILDING INSPECTION SERVICES
NAICS 541690: OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES

This Certification commences June 30, 2019 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: June 30, 2021
Issued Date: June 30, 2019
CERTIFICATION NO. WFSB60465N0621

Certification Administrator
Reliant Elevator DBA Reliant Elevator
Inspections & Consulting

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

NAICS 541350: BUILDING INSPECTION SERVICES
NAICS 541690: OTHER SCIENTIFIC AND TECHNICAL CONSULTING SERVICES

This Certification commences June 30, 2019 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: June 30, 2021
Issued Date: June 30, 2019
CERTIFICATION NO. WFWB22944N0621

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

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

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

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

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

Texas Historically Underutilized Business (HUB) Certificate

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

RELIANT ELEVATOR INSPECTIONS & CONSULTING LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 17-JUL-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.
Tab 5 – Products and Services

PRODUCT:

- Respondent shall indicate, in this section, the following:
- Which manufacturer by make and model they are unable to inspect. List these here.

N/A

Respondents are requested to provide detailed description of your service offerings. Provide sufficient information for each service category as listed on the following classifications of service. Each service shall meet the following minimum requirements:

- The Services shall meet ASME Code A 17.1-2007/CSA B44-07, ASME Code A 17.3-2002, ASME Code A 18.1-2005, and ASCE Code 21 as required by the Texas Department of Licensing and Regulation or equivalent for the state(s) of respondent(s)’ territory.
- Section 8.6 of the ASME Code A17.1 specifically addresses the requirements for a comprehensive maintenance program. Respondent shall ensure that the Facility is in compliance with these requirements.
- Every time an inspector is on-site a check in with Approved Facilities Personnel shall be done. When work is completed and the inspector is leaving, they will check back out with Approved Facilities Personnel.
- Provide and deliver all inspection reports in compliance with State law to Approved Facilities representatives to ensure Facilities compliance with this requirement,
- Respondent(s) shall be responsible for applicable code and safety tests. Records of the tests and callbacks shall be kept current by the responsible party.
- Respondent(s) should be compliant with environmental regulations, and firefighter’s emergency operations monthly operation, including documentation.

RELIANT ELEVATOR INSPECTIONS & CONSULTING COORDINATE WITH THE CUSTOMERS ELEVATOR COMPANY AND THEN SEND OUT A CALENDAR INVITE WITH DETAILED INFORMATION. THE INVITATION GOES TO THE INSPECTOR, CUSTOMER AND ELEVATOR COMPANY. ONCE THE INSPECTION IS COMPLETE WE SEND THE INSPECTION REPORT TO THE CUSTOMER PER STATE REQUIREMENTS OF WITHIN 5-DAYS. ADDITIONAL SERVICES ARE AVAILABLE AND CAN BE VIEWED IN THE VALUE ADDED SECTION.
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.

RELIANT ELEVATOR INSPECTIONS AND CONSULTING OFFERS THE FOLLOWING ADDITIONAL SERVICES:

- FILE INSPECTION REPORTS WITH THE STATE ON BEHALF OF THE CUSTOMER AND PAY THE $20.00 FEE TO THE STATE TO OBTAIN CERTIFICATE. ADDITIONAL COST OF $40.00 PER ELEVATOR. WE ARE NOT RESPONSIBLE FOR ANY ADDITIONAL FEES ACCESSED BY THE STATE.
- WE ARE ABLE TO PROVIDE TURNKEY INSPECTIONS FOR MOST LOCATIONS. WE DO NOT PROVIDE THIS SERVICE FOR SCHINDLER 3300'S AND THEIR NEWER MRL AND TRACTION EQUIPMENT.
- WE ARE A FULL SERVICE ELEVATOR CONSULTING COMPANY. RATES VARY BASED ON PROJECT SCOPE.
Tab 9 - Required Documents

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

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment 0, 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: RELIANT ELEVATOR INSPECTIONS & CONSULTING
Print Name: SHARI FRICKE
Address: 3169 N BURLESON BLVD. 107-247
City, State, Zip: BURLESON, TEXAS 76028
Authorized signature: [Signature]
Date: JULY 22, 2019
Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Date

JULY 22, 2019
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: RELIANT ELEVATOR INSPECTIONS & CONSULTING

Address: 1169 N BURLESON BLVD, #107-247

City/State/Zip: BURLESON, TEXAS 76028

Telephone No.: 972-342-2587

Fax No.: 

Email address: INSPECTIONS@RELIANTELEVATORINSPECTIONS.COM

Printed name: SHARI FRICKE

Position with company: OWNER

Authorized signature: [Signature]
FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and
      2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS


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.

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

c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC). “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) **Sanctions of Non-Compliance.** In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

**DISADVANTAGED BUSINESS PARTICIPATION**

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

1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

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

**FEDERAL CHANGES**

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

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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

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

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

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

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globalocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.nreca.coop/about-electric-cooperatives/member-directory/
https://sos.oregon.gov/blue-book/Pages/state.aspx
https://portal.ehawaii.gov/government/
https://access.wa.gov/governmentagencies.html