Request for Proposal (RFP) for HVAC Equipment, Installation, Service, & Related Products in Alabama

Solicitation Number: 23-18

Publication Date: Wednesday, June 27th, 2018

Notice to Respondent:

Submittal Deadline: Tuesday, July 24th, 2018 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, July 17th, 2018. All questions and answers will be posted to http://www.ncpa.us/solicitations.

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

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

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

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

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

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.
Competitive Solicitation by
Region 14 Education Service Center
For
HVAC Equipment, Installation, Service, & Related Products in Alabama
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 23-18
Introduction / Scope

- Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of HVAC Equipment, Installation, Service, & Related Products in Alabama.

- Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

- Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

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

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

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

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

  From: ___________________________________________________________________
  Company: __________________________________________________________________
  Address: __________________________________________________________________
  City, State, Zip: __________________________________________________________________
  Solicitation Name and Number: __________________________________________________________________
  Due Date and Time: __________________________________________________________________
Tab 1 – Master Agreement
General Terms and Conditions

♦ Customer Support
  ➢ The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

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

♦ Renewal of Contract
  ➢ Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew 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 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 to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

Best Price Guarantee
- The awarded vendor agrees to provide pricing to Region 14 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract.
- The awarded vendor agrees to lower the cost of any product purchased through NCPA following a reduction in the manufacturer or publisher's direct cost.
- The awarded vendor agrees all prices, terms, warranties, and benefits granted by the vendor to Members through this contract are comparable to or better than the equivalent terms offered by vendor to any present customer meeting the same qualifications or requirements.

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

♦ Administrative Fee

- All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- The awarded vendor agrees to pay administrative fees to NCPA of three percent (3%).
  (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

♦ Audit rights

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

♦ Indemnity

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

♦ Licenses and Duty to keep current licenses

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

♦ Franchise Tax

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

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

Certificates of Insurance

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

Legal Obligations

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

Protest

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

Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

† Prevailing Wage

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

† Miscellaneous

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

† Cancellation for Non-Performance or Contractor Deficiency

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

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

† Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.
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 two (4) additional one-year terms or any combination of time equally not more than 4 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

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

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

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

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

- **Estimated Quantities**
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $100 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 respondents 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.

Lowest Responsible Bidder

- Per Sections 16-13B-1, et seq. and 41-16-50, et seq., Ala. Code 1975, award shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.

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

Recitals

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

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:

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<th>Entity Name</th>
<th>Zip Code</th>
<th>State</th>
<th>PO or Job #</th>
<th>Sale Amount</th>
<th>Registered Vendor Quotation #</th>
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- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on 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 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.

<table>
<thead>
<tr>
<th>National Cooperative Purchasing Alliance:</th>
<th>Vendor:</th>
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<tbody>
<tr>
<td>Name: ________________________________</td>
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<td>Date: ________________________________</td>
<td>Date: ________________________________</td>
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</table>
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
Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

- **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 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: ____________________________

- **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.

<table>
<thead>
<tr>
<th>Cooperative/State Agency</th>
<th>Discount Offered</th>
<th>Expires</th>
<th>Annual Sales Volume</th>
</tr>
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<tbody>
<tr>
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</table>
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 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; 2015, 2016, 2017.


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

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

42. Describe your call center organization.

43. 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?

44. 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?
45. 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.

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

47. What is the reputation of your company’s service in the public marketplace?

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

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

50. Describe your company’s startup and system checkout responsibilities

51. Describe your company’s post-installation and warranty support

52. Describe your company’s steps for system analysis.

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

54. 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?

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

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

57. Who performs your start-up procedure?

58. List the total dollar volume your company completes in plumbing retrofits annually.

59. 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.

60. Describe what project scheduling tools your company use to track projects during construction.
61. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

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

63. Describe your company’s design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.

64. What is your company’s design approach and philosophy for a turnkey retrofit contract project?

65. Describe your company’s construction management plan.

66. What is your standard warranty on installation?

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

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

69. 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:

70. Describe your company’s safety program during service/repair work.

71. Describe your company’s safety program during construction.

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

73. What reporting mechanism does your company provided to the customer upon completion of any project?
MARKETING/ SALES

74. 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 amendments, marketing materials

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

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

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

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

79. 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.

80. 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

81. 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).

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

83. 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.

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

 Green Initiatives

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

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

 Vendor Certifications (if applicable)

86. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.
Tab 5 – Products and Services

◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

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

◆ HVAC Refrigeration

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

◆ Indoor Air Quality Products and Devices

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

◆ Unitary

  ➢ Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
  ➢ Brand Name(s)
  ➢ Capacity Range
  ➢ Heating Medium (Electric, Gas, Steam, Hot Water)
  ➢ Cooling Medium (DX, Chilled Water)
  ➢ Standard Warranty (Parts & Labor)
  ➢ Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (EER, SEER, COP)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

◆ Air handling

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

◆ Air Terminal Devices and Heating Products

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

◆ DDC Controls

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

♦ Cooling Towers

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

♦ Pumps

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

♦ Invertors

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

♦ Boilers & Water Heaters

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

**HVAC Specialty Products**

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

**Equipment Parts and Supplies**

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

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

**Startup & Commissioning Services**

- Define process for validation of system or equipment operation to design
- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services
Service & Maintenance

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

Installation and Turnkey Contracting

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

Warranty Services

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

Energy Services

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

Equipment Rentals

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

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

Professional Services

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

Site Surveys

- Type (e.g., Equipment, system analysis, operational, architectural and other)
- Describe type of survey
- Licensing and certification capabilities
- Advanced technology uses for each type of survey
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services
provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Years Serviced
- Description of Services
- Annual Volume
Tab 7 – Pricing

EQUIPMENT PRICING

♦ Provide a Discounts Off Catalog/Price List Matrix of the product classifications listed in the Scope Section and Products/Services Section of this RFP. The responder shall also offer maximum markup on any material not designated equipment or services and deem this as “miscellaneous material”.
♦ Any special discounts due to stocking or faster ship items that have higher list price adjustments or different discounts shall be listed separately.

♦ HVAC Refrigeration
♦ Indoor Air Quality Products and Devices
♦ Unitary
♦ Air handling
♦ Air Terminal Devices and Heating
♦ DDC Controls
♦ Cooling Towers
♦ Pumps
♦ Invertors
♦ Boilers & Water Heaters
♦ HVAC Specialty Products
♦ Equipment Parts and Supplies
♦ Other equipment not listed
♦ Miscellaneous Material

LABOR BASED PRICING

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

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<th>Effective Date - ___/16</th>
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<tbody>
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<td><strong>CLASSIFICATION</strong></td>
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</tr>
<tr>
<td>Asbestos Worker</td>
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<tr>
<td>Boilermaker</td>
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<tr>
<td>Bricklayers; Masons</td>
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<td>Carpenter /Case worker</td>
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<td>Delivery personnel</td>
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<td>Drywall Installers; Ceiling Installers</td>
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<td>Electricians</td>
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<td>HVAC Commercial A/C technician</td>
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<td>HVAC Building Automation technician</td>
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<td>Light Equipment Operators</td>
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<td>Metal Building Assembler</td>
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<td>Millwrights</td>
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<td>Operating Engineer</td>
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<td>Painters/Wall Covering Installers</td>
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<td>Refrigeration Technician</td>
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<td>Refrigeration Supervisor</td>
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<td>Roofers</td>
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</table>
### Sheet Metal Workers

### Sprinkler Fitters

### Terrazzo Workers

### Test & Balance Technician

### Tile Setters

### Water proofers/Caulkers

### Water Treatment Technician

### Miscellaneous Material Margins

### Labor Coefficient

**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

<table>
<thead>
<tr>
<th>Worker Classification Definition Sheet</th>
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<tbody>
<tr>
<td><strong>Architect</strong></td>
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<td><strong>Asbestos Worker</strong></td>
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<td><strong>Boilermaker</strong></td>
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<td>Carpenter</td>
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<td>Glazier</td>
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<td>Mason; Bricklayer</td>
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</table>

**MISCELLANEOUS MATERIAL**

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

**PRICING COMPLIANCE REVIEW**

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

**NOT TO EXCEED PRICING**

- NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
• The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
• NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.
Tab 8 – Value Added Products and Services

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

Executive Summary

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

Detail Description

♦ Where is the product manufactured?
♦ Any certifications provided?
♦ Where is the service performed?
♦ Who performs the service and what is their expertise?
♦ Is this a proprietary product and, if not, who is your competition?
♦ Provide references
♦ Provide case studies
♦ Provide any pricing that is different than the pricing in TAB 7 in this solicitation.
Tab 9 – Required Documents

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

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

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

| Potential Vendor | ________________________________ |
| Print Name       | ________________________________ |
| Address          | ________________________________ |
| City, State, Zip | ________________________________ |
| Authorized signature | ________________________________ |
| Date             | ________________________________ |
**Contractor Requirements**

**Contractor Certification**

**Contractor’s Employment Eligibility**

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

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

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

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

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

**Fingerprint & Background Checks**

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

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

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

**Business Operations in Sudan, Iran**

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

Authorized signature

Date

__________________________________________

__________________________________________
Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature
FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

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

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

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
   b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play 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**

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 me 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 me 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.