

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

Solicitation Number: 05-16

Publication Date: Monday, February 15th, 2016

Notice to Respondent:

Submittal Deadline: Tuesday, March 29th, 2016 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, March 22nd, 2016. 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 for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

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

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

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

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

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on 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
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 05-16



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

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

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

Instructions to Respondents

◆ Submission of Response

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

◆ Required Proposal Format

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

◆ Binder Tabs

- Tab 1 – 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.
- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
 - Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
 - Purchase orders and payment can only be made to awarded vendor unless otherwise approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by NCPA.
- ◆ Pricing
 - All pricing submitted 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.

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

◆ Cancellation for Conflict of Interest

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

◆ Registered Sex Offender Restriction

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

◆ Contract's Employment Eligibility

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

◆ Terrorism Country Divestments

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

◆ Fingerprint Checks

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

◆ Indemnification

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

◆ Open Records Policy

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

Process

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

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms.
- ◆ **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 respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

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

◆ Past Performance

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

Evaluation Criteria

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

- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
- Other factors relevant to this section as submitted by the proposer

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

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	
Address	
City/State/Zip	
Telephone No.	
Fax No.	
Email address	
Printed name	
Position with company	
Authorized signature	

Tab 2 – NCPA Administration Agreement

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

Recitals

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

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 facilities.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:

Entity Name	Zip Code	State	PO or Job #	Sale Amount	Registered Vendor Quotation #

Total _____

- 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. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

NCPA Registered Vendor Quotation Number

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

NCPA Registered Vendor Quotation Number Process

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

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

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.
- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.
- Include the quotation number on all proposals.

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

Date

RFP Number

Company Name

Printed Name

Signature

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

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

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE ☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB ☐

◆ **Residency**

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

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Purchase Orders

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Sales and Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- ◆ Pricing Information

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

- ◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

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

GENERAL:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the public marketplace?
10. Overall annual sales for last three (3) years; 2013, 2014, 2015.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015.
12. What is your strategy to increase market share in the public space?
13. What differentiates your company from your competitors?
14. Briefly summarize your company's Quality control/Quality assurance program.

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

PRODUCTS:

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

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

SERVICES:

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

44. Describe your call center organization.
45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
48. What technology such as GPS tracking does your company use to track completion of repairs?
49. What is the reputation of your company's service in the public marketplace?
50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?
51. Identify the process of receiving a purchase order to the providing of a service contract.
52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
53. List the number of sites your company currently monitors Energy Management Systems (EMS).
54. List your company capabilities regarding system changes and repairs to EMS systems.
55. List the reporting capabilities your company has for EMS system parameters.
56. Does your company maintain and repair/replace EMS in-house (self perform) including monitoring, alarm resolution, repairs and adjustments?

57. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
58. Describe your company's startup and system checkout responsibilities
59. Describe your company's post-installation and warranty support
60. Describe your company's steps for system analysis.
61. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?
62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
64. Is warranty coverage dependent on using your start-up procedure?
65. Who performs your start-up procedure?
66. List the total dollar volume your company completes in HVAC retrofits annually.
67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
69. Describe what project scheduling tools your company use to track projects during construction.

70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
71. Describe how your company handles site development and project permitting process.
72. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
74. Describe your company's construction management plan.
75. What is your standard warranty on installation?
76. What is your standard warranty on energy retrofit contracting?
77. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
78. State whether your company provides a quality guarantee on your service. If so, please describe.
79. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

SAFETY:

80. Describe your company's safety program during service/repair work.
81. Describe your company's safety program during construction.
82. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.
83. What reporting mechanism does your company provide to the customer upon completion of any project?

MARKETING/ SALES

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

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

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

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

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

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

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

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

\$_____ in year one

\$_____ in year two

\$_____ in year three

ADMINISTRATION

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

Green Initiatives

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

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

Vendor Certifications (if applicable)

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

Tab 5 – Products and Services

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

◆ HVAC Refrigeration

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

◆ Indoor Air Quality Products and Devices

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

◆ Unitary

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

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

◆ **Air handling**

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

◆ **Air Terminal Devices and Heating Products**

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

◆ **DDC Controls**

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

- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Detail Features & Benefits

◆ **Cooling Towers**

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

◆ **Pumps**

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

◆ **Invertors**

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

◆ **Boilers & Water Heaters**

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

◆ **HVAC Specialty Products**

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

◆ **Equipment Parts and Supplies**

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

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

◆ **Startup & Commissioning Services**

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

◆ **Service & Maintenance**

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

◆ **Installation and Turnkey Contracting**

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

◆ **Warranty Services**

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

◆ **Energy Services**

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

◆ **Equipment Rentals**

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

◆ **Financial Services**

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

◆ **Professional Services**

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

◆ **Site Surveys**

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

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

EQUIPMENT PRICING

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

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

LABOR BASED PRICING

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

- ◆ If Respondent does not chose to include a specific labor classification simply mark the line item as “NA”. Awarded vendors will then be required to apply for approval from Region 14 ESC prior to using an item marked “NA”.

Labor Billing Rates

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

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

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

NOTES:

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

LABOR WAGE CLASSIFICATION	
Worker Classification Definition Sheet	

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

Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines
HVAC Building Automation technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
HVAC Commercial A/C technician	Worker who is capable of working on large commercial up to 3000 tons
HVAC Light Commercial	Worker who is capable of working on small commercial up to 25 tons
HVAC Duct installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels
HVAC Filter technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons
HVAC Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & install structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials and tools, hauling, digging, clean-up

Lather/Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyor.
Mason; Bricklayer	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials and accessories.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter/Wall Covering Inst.	Worker who prepares wall surfaces & applies paint and/or wall covering, tape & bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water (boiler) piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineering	Worker who monitors the engineering documents as well as provide technical support regarding the engineering plans and specifications as designed by the Professional Engineer. Work is responsible for maintaining project status and reports.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.

Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Refrigeration technician	Worker who is capable of working on low temperature refrigeration equipment as well as small commercial equipment under 60 tons

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

MISCELLANEOUS MATERIAL

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

PRICING COMPLIANCE REVIEW

- ◆ The awarded vendor will be expected to participate in the NCPA compliance review program that includes pricing verification. The goal is to provide transparency & contract compliance for NCPA & the vendor as a 3rd party independent review.

- ◆ The process includes a review of the scope of work narrative by line item plus any adjustments such as regional discounts, per diem rate, overtime, etc.
- ◆ Prior to the selection of the vendors, a more comprehensive discussion will be provided to the vendors for their evaluation.

NOT TO EXCEED PRICING

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

Tab 8 – Value Added Products and Services

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

Executive Summary

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

Detail Description

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

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

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

- a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

OWNERSHIP DISCLOSURE FORM

(N.J.S. 52:25-24.2)

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest

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

Date

Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this ____ day of _____, 20__

Notary Public of New Jersey

My commission expires _____, 20__

SEAL

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

Company Name: _____
Street: _____
City, State, Zip Code: _____

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

Date

Authorized Signature and Title

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

MANDATORY AFFIRMATIVE ACTION LANGUAGE

***PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS***

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package

and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any
State, county, or municipal committee of a political party
- any
legislative leadership committee*
- any
continuing political committee (a.k.a., political action committee)
- any
candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
 - all principals, partners, officers, or directors of the business entity or their spouses
 - any subsidiaries directly or indirectly controlled by the business entity
 - IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.”
- [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is

disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.**

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

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

Other States: Cities, Towns, Villages, and Boroughs

No. Cities, Towns, Villages and Boroughs in Oregon

1	CEDAR MILL COMMUNITY LIBRARY
2	CITY COUNTY INSURANCE SERVICES
3	CITY OF ADAIR VILLAGE
4	CITY OF ALBANY
5	CITY OF ASHLAND
6	CITY OF ASTORIA OREGON
7	CITY OF AUMSVILLE
8	CITY OF AURORA
9	CITY OF BEAVERTON
10	CITY OF BOARDMAN
11	CITY OF BURNS
12	CITY OF CANBY
13	CITY OF CANNON BEACH OR
14	CITY OF CANYONVILLE
15	CITY OF CENTRAL POINT POLICE DEPARTMENT
16	CITY OF CLATSKANIE
17	CITY OF COBURG
18	CITY OF CONDON
19	CITY OF COOS BAY
20	CITY OF CORVALLIS
21	CITY OF COTTAGE GROVE
22	CITY OF CRESWELL
23	CITY OF DALLAS
24	CITY OF DAMASCUS
25	CITY OF DUNDEE
26	CITY OF EAGLE POINT
27	CITY OF ECHO
28	CITY OF ESTACADA
29	CITY OF EUGENE
30	CITY OF FAIRVIEW
31	CITY OF FALLS CITY
32	CITY OF GATES
33	CITY OF GEARHART
34	CITY OF GERVAIS
35	CITY OF GOLD HILL
36	CITY OF GRANTS PASS
37	CITY OF GRESHAM
38	CITY OF HAPPY VALLEY
39	CITY OF HILLSBORO
40	CITY OF HOOD RIVER
41	CITY OF JOHN DAY
42	CITY OF KLAMATH FALLS
43	CITY OF LA GRANDE
44	CITY OF LAKE OSWEGO
45	CITY OF LAKESIDE
46	CITY OF LEBANON
47	CITY OF MALIN
48	CITY OF MCMINNVILLE
49	CITY OF MEDFORD
50	CITY OF MILL CITY
51	CITY OF MILLERSBURG
52	CITY OF MILWAUKIE
53	CITY OF MORO
54	CITY OF MOSIER
55	CITY OF NEWBERG
56	CITY OF NORTH PLAINS
57	CITY OF OREGON CITY

58	CITY OF PHOENIX
59	CITY OF PILOT ROCK
60	CITY OF PORT ORFORD
61	CITY OF PORTLAND
62	CITY OF POWERS
63	CITY OF REDMOND
64	CITY OF REEDSPORT
65	CITY OF RIDDLE
66	CITY OF SALEM
67	CITY OF SANDY
68	CITY OF SANDY
69	CITY OF SCAPPOOSE
70	CITY OF SEASIDE
71	CITY OF SHADY COVE
72	CITY OF SHERWOOD
73	CITY OF SPRINGFIELD
74	CITY OF ST. PAUL
75	CITY OF STAYTON
76	CITY OF TIGARD, OREGON
77	CITY OF TUALATIN, OREGON
78	CITY OF WARRENTON
79	CITY OF WEST LINN/PARKS
80	CITY OF WILSONVILLE
81	CITY OF WINSTON
82	CITY OF WOOD VILLAGE
83	CITY OF WOODBURN
84	CITY OF YACHATS
85	FLORENCE AREA CHAMBER OF COMMERCE
86	GASTON RURAL FIRE DEPARTMENT
87	GLADSTONE POLICE DEPARTMENT
88	HOUSING AUTHORITY OF THE CITY OF SALEM
89	KEIZER POLICE DEPARTMENT
90	LEAGUE OF OREGON CITIES
91	MALIN COMMUNITY PARK AND RECREATION DISTRICT
92	METRO
93	MONMOUTH - INDEPENDENCE NETWORK
94	PORTLAND DEVELOPMENT COMMISSION
95	RAINIER POLICE DEPARTMENT
96	RIVERGROVE WATER DISTRICT
97	SUNSET EMPIRE PARK AND RECREATION
98	THE NEWPORT PARK AND RECREATION CENTER
99	TILLAMOOK PEOPLES UTILITY DISTRICT
100	TUALATIN VALLEY FIRE & RESCUE
101	WEST VALLEY HOUSING AUTHORITY

No. Counties and Parishes

1	ASSOCIATION OF OREGON COUNTIES
2	BENTON COUNTY
3	CLACKAMAS COUNTY DEPT OF TRANSPORTATION
4	CLATSOP COUNTY
5	COLUMBIA COUNTY, OREGON
6	COOS COUNTY HIGHWAY DEPARTMENT
7	CROOK COUNTY ROAD DEPARTMENT
8	CURRY COUNTY OREGON
9	DESCHUTES COUNTY
10	DOUGLAS COUNTY
11	GILLIAM COUNTY
12	GILLIAM COUNTY OREGON
13	GRANT COUNTY, OREGON
14	HARNEY COUNTY SHERIFFS OFFICE

15 HOOD RIVER COUNTY
 16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
 17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
 18 JEFFERSON COUNTY
 19 KLAMATH COUNTY VETERANS SERVICE OFFICE
 20 LAKE COUNTY
 21 LANE COUNTY
 22 LINCOLN COUNTY
 23 LINN COUNTY
 24 MARION COUNTY , SALEM, OREGON
 25 MORROW COUNTY
 26 MULTNOMAH COUNTY
 27 MULTNOMAH COUNTY
 28 MULTNOMAH LAW LIBRARY
 29 NAMI LANE COUNTY
 30 POLK COUNTY
 31 SHERMAN COUNTY
 32 UMATILLA COUNTY, OREGON
 33 UNION COUNTY
 34 WALLOWA COUNTY
 35 WASCO COUNTY
 36 WASHINGTON COUNTY
 37 YAMHILL COUNTY
 1 BOARD OF WATER SUPPLY
 2 COUNTY OF HAWAII
 3 MAUI COUNTY COUNCIL

No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
 2 BLUE MOUNTAIN COMMUNITY COLLEGE
 3 CENTRAL OREGON COMMUNITY COLLEGE
 4 CHEMEKETA COMMUNITY COLLEGE
 5 CLACKAMAS COMMUNITY COLLEGE
 6 COLUMBIA GORGE COMMUNITY COLLEGE
 7 GEORGE FOX UNIVERSITY
 8 KLAMATH COMMUNITY COLLEGE DISTRICT
 9 LANE COMMUNITY COLLEGE
 10 LEWIS AND CLARK COLLEGE
 11 LINFIELD COLLEGE
 12 LINN-BENTON COMMUNITY COLLEGE
 13 MARYLHURST UNIVERSITY
 14 MT. HOOD COMMUNITY COLLEGE
 15 MULTNOMAH BIBLE COLLEGE
 16 NATIONAL COLLEGE OF NATURAL MEDICINE
 17 NORTHWEST CHRISTIAN COLLEGE
 18 OREGON HEALTH AND SCIENCE UNIVERSITY
 19 OREGON UNIVERSITY SYSTEM
 20 PACIFIC UNIVERSITY
 21 PORTLAND COMMUNITY COLLEGE
 22 PORTLAND STATE UNIV.
 23 REED COLLEGE
 24 ROGUE COMMUNITY COLLEGE
 25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 26 TILLAMOOK BAY COMMUNITY COLLEGE
 27 UMPQUA COMMUNITY COLLEGE
 28 WESTERN STATES CHIROPRACTIC COLLEGE
 29 WILLAMETTE UNIVERSITY
 1 ARGOSY UNIVERSITY
 2 BRIGHAM YOUNG UNIVERSITY - HAWAII
 3 COLLEGE OF THE MARSHALL ISLANDS
 4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
 5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
 2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD
 3 BAKER SCHOOL DISTRICT 5-J
 4 BANDON SCHOOL DISTRICT
 5 BANKS SCHOOL DISTRICT
 6 BEAVERTON SCHOOL DISTRICT
 7 BEND / LA PINE SCHOOL DISTRICT
 8 BEND-LA PINE SCHOOL DISTRICT
 9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C

10 CANBY SCHOOL DISTRICT
 11 CANYONVILLE CHRISTIAN ACADEMY
 12 CASCADE SCHOOL DISTRICT
 13 CASCADES ACADEMY OF CENTRAL OREGON
 14 CENTENNIAL SCHOOL DISTRICT
 15 CENTRAL CATHOLIC HIGH SCHOOL
 16 CENTRAL POINT SCHOOL DISTRICT NO. 6
 17 CENTRAL SCHOOL DISTRICT 13J
 18 CLACKAMAS EDUCATION SERVICE DISTRICT
 19 COOS BAY SCHOOL DISTRICT
 20 COOS BAY SCHOOL DISTRICT NO.9
 21 COQUILLE SCHOOL DISTRICT 8
 22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 23 CRESWELL SCHOOL DISTRICT
 24 CROSSROADS CHRISTIAN SCHOOL
 25 CULVER SCHOOL DISTRICT NO.
 26 DALLAS SCHOOL DISTRICT NO. 2
 27 DAVID DOUGLAS SCHOOL DISTRICT
 28 DAYTON SCHOOL DISTRICT NO.8
 29 DE LA SALLE N CATHOLIC HS
 30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
 31 DOUGLAS COUNTY SCHOOL DISTRICT 116
 32 DOUGLAS EDUCATION SERVICE DISTRICT
 33 DUFUR SCHOOL DISTRICT NO.29
 34 ELKTON SCHOOL DISTRICT NO.34
 35 ESTACADA SCHOOL DISTRICT NO.108
 36 FOREST GROVE SCHOOL DISTRICT
 37 GASTON SCHOOL DISTRICT 511J
 38 GEN CONF OF SDA CHURCH WESTERN OR
 39 GLADSTONE SCHOOL DISTRICT
 40 GLENDALE SCHOOL DISTRICT
 41 GLIDE SCHOOL DISTRICT NO.12
 42 GRANTS PASS SCHOOL DISTRICT 7
 43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 44 GRESHAM-BARLOW SCHOOL DISTRICT
 45 HARNEY COUNTY SCHOOL DIST. NO.3
 46 HARNEY EDUCATION SERVICE DISTRICT
 47 HEAD START OF LANE COUNTY
 48 HERITAGE CHRISTIAN SCHOOL
 49 HIGH DESERT EDUCATION SERVICE DISTRICT
 50 HOOD RIVER COUNTY SCHOOL DISTRICT
 51 JACKSON CO SCHOOL DIST NO.9
 52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 53 JEFFERSON SCHOOL DISTRICT
 54 KLAMATH FALLS CITY SCHOOLS
 55 LA GRANDE SCHOOL DISTRICT
 56 LAKE OSWEGO SCHOOL DISTRICT 7J
 57 LANE COUNTY SCHOOL DISTRICT 4J
 58 LANE COUNTY SCHOOL DISTRICT 69
 59 LEBANON COMMUNITY SCHOOLS NO.9
 60 LINCOLN COUNTY SCHOOL DISTRICT
 61 LINN CO. SCHOOL DIST. 95C - SCIO SD
 62 LOST RIVER JR/SR HIGH SCHOOL
 63 LOWELL SCHOOL DISTRICT NO.71
 64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
 65 MCMINNVILLE SCHOOL DISTRICT NO.40
 66 MEDFORD SCHOOL DISTRICT 549C
 67 MITCH CHARTER SCHOOL
 68 MOLALLA RIVER ACADEMY
 69 MOLALLA RIVER SCHOOL DISTRICT NO.35
 70 MONROE SCHOOL DISTRICT NO.1J
 71 MORROW COUNTY SCHOOL DISTRICT
 72 MT. ANGEL SCHOOL DISTRICT NO.91
 73 MT.SCOTT LEARNING CENTERS
 74 MULTISENSORY LEARNING ACADEMY
 75 MULTNOMAH EDUCATION SERVICE DISTRICT
 76 MYRTLE POINT SCHOOL DISTRICT NO.41
 77 NEAH-KAH-NIE DISTRICT NO.56
 78 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 79 NOBEL LEARNING COMMUNITIES
 80 NORTH BEND SCHOOL DISTRICT 13
 81 NORTH CLACKAMAS SCHOOL DISTRICT

82 NORTH SANTIAM SCHOOL DISTRICT 29J
83 NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH
84 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
85 NYSSA SCHOOL DISTRICT NO. 26
86 ONTARIO MIDDLE SCHOOL
87 OREGON TRAIL SCHOOL DISTRICT NO.46
88 OUR LADY OF THE LAKE SCHOOL
89 PHILOMATH SCHOOL DISTRICT
90 PHOENIX-TALENT SCHOOL DISTRICT NO.4
91 PORTLAND ADVENTIST ACADEMY
92 PORTLAND JEWISH ACADEMY
93 PORTLAND PUBLIC SCHOOLS
94 RAINIER SCHOOL DISTRICT
95 REDMOND SCHOOL DISTRICT
96 REEDSPORT SCHOOL DISTRICT
97 REYNOLDS SCHOOL DISTRICT
98 ROGUE RIVER SCHOOL DISTRICT NO.35
99 ROSEBURG PUBLIC SCHOOLS
100 SALEM-KEIZER PUBLIC SCHOOLS
101 SCAPPOOSE SCHOOL DISTRICT 1J
102 SEASIDE SCHOOL DISTRICT 10
103 SEVEN PEAKS SCHOOL
104 SHERWOOD SCHOOL DISTRICT 88J
105 SILVER FALLS SCHOOL DISTRICT
106 SIUSLAW SCHOOL DISTRICT
107 SOUTH COAST EDUCATION SERVICE DISTRICT
108 SOUTH LANE SCHOOL DISTRICT 45J3
109 SOUTHERN OREGON EDUCATION SERVICE DISTRICT
110 SOUTHWEST CHARTER SCHOOL
111 SPRINGFIELD SCHOOL DISTRICT NO.19
112 STANFIELD SCHOOL DISTRICT
113 SWEET HOME SCHOOL DISTRICT NO.55
114 THE CATLIN GABEL SCHOOL
115 TIGARD-TUALATIN SCHOOL DISTRICT
116 UMATILLA-MORROW ESD
117 VERNONIA SCHOOL DISTRICT 47J
118 WEST HILLS COMMUNITY CHURCH
119 WEST LINN WILSONVILLE SCHOOL DISTRICT
120 WHITEAKER MONTESSORI SCHOOL
121 YONCALLA SCHOOL DISTRICT NO.32
1 CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.
2 EMMANUAL LUTHERAN SCHOOL
3 HANAHAU'OLI SCHOOL
4 HAWAII TECHNOLOGY ACADEMY
5 ISLAND SCHOOL
6 KAMEHAMEHA SCHOOLS
7 KE KULA O S. M. KAMAKAU
8 MARYKNOLL SCHOOL
9 PACIFIC BUDDHIST ACADEMY
No. Nonprofit & Other
1 211INFO
2 ACUMENTRA HEALTH
3 ADDICTIONS RECOVERY CENTER, INC
4 ALLFOURONE/CRESTVIEW CONFERENCE CTR.
5 ALVORD-TAYLOR INDEPENDENT LIVING SERVICES
6 ALZHEIMERS NETWORK OF OREGON
7 ASHLAND COMMUNITY HOSPITAL
8 ATHENA LIBRARY FRIENDS ASSOCIATION
9 BARLOW YOUTH FOOTBALL
10 BAY AREA FIRST STEP, INC.
11 BENTON HOSPICE SERVICE
12 BETHEL CHURCH OF GOD
13 BIRCH COMMUNITY SERVICES, INC.
14 BLACHLY LANE ELECTRIC COOPERATIVE
15 BLIND ENTERPRISES OF OREGON
16 BONNEVILLE ENVIRONMENTAL FOUNDATION
17 BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
18 BROAD BASE PROGRAMS INC.
19 CANBY FOURSQUARE CHURCH
20 CANCER CARE RESOURCES
21 CASCADIA BEHAVIORAL HEALTHCARE
22 CASCADIA REGION GREEN BUILDING COUNCIL

23 CATHOLIC CHARITIES
24 CATHOLIC COMMUNITY SERVICES
25 CENTER FOR RESEARCH TO PRACTICE
26 CENTRAL BIBLE CHURCH
27 CENTRAL CITY CONCERN
28 CENTRAL DOUGLAS COUNTY FAMILY YMCA
29 CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
30 CHILDPEACE MONTESSORI
31 CITY BIBLE CHURCH
32 CLACKAMAS RIVER WATER
33 CLASSROOM LAW PROJECT
34 COAST REHABILITATION SERVICES
35 COLLEGE HOUSING NORTHWEST
36 COLUMBIA COMMUNITY MENTAL HEALTH
37 COMMUNITY ACTION ORGANIZATION
38 COMMUNITY ACTION TEAM, INC.
39 COMMUNITY CANCER CENTER
40 COMMUNITY HEALTH CENTER, INC
41 COMMUNITY VETERINARY CENTER
42 CONFEDERATED TRIBES OF GRAND RONDE
43 CONSERVATION BIOLOGY INSTITUTE
44 CONTEMPORARY CRAFTS MUSEUM AND GALLERY
45 CORVALLIS MOUNTAIN RESCUE UNIT
46 COVENANT CHRISTIAN HOOD RIVER
47 COVENANT RETIREMENT COMMUNITIES
48 DECISION SCIENCE RESEARCH INSTITUTE, INC.
49 DELIGHT VALLEY CHURCH OF CHRIST
50 DOGS FOR THE DEAF, INC.
51 DOUGLAS ELECTRIC COOPERATIVE, INC.
52 EAST HILL CHURCH
53 EAST SIDE FOURSQUARE CHURCH
54 EAST WEST MINISTRIES INTERNATIONAL
55 EDUCATIONAL POLICY IMPROVEMENT CENTER
56 ELMIRA CHURCH OF CHRIST
57 EMERALD PUD
58 EMMAUS CHRISTIAN SCHOOL
59 EN AVANT, INC.
60 ENTERPRISE FOR EMPLOYMENT AND EDUCATION
61 EUGENE BALLET COMPANY
62 EUGENE SYMPHONY ASSOCIATION, INC.
63 EUGENE WATER & ELECTRIC BOARD
64 EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
65 FAIR SHARE RESEARCH AND EDUCATION FUND
66 FAITH CENTER
67 FAITHFUL SAVIOR MINISTRIES
68 FAMILIES FIRST OF GRANT COUNTY, INC.
69 FANCONI ANEMIA RESEARCH FUND INC.
70 FARMWORKER HOUSING DEV CORP
71 FIRST CHURCH OF THE NAZARENE
72 FIRST UNITARIAN CHURCH
73 FORD FAMILY FOUNDATION
74 FOUNDATIONS FOR A BETTER OREGON
75 FRIENDS OF THE CHILDREN
76 GATEWAY TO COLLEGE NATIONAL NETWORK
77 GOAL ONE COALITION
78 GOLD BEACH POLICE DEPARTMENT
79 GOOD SHEPHERD COMMUNITIES
80 GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
81 GRANT PARK CHURCH
82 GRANTS PASS MANAGEMENT SERVICES, DBA
83 GREATER HILLSBORO AREA CHAMBER OF COMMERCE
84 HALFWAY HOUSE SERVICES, INC.
85 HEARING AND SPEECH INSTITUTE INC
86 HELP NOW! ADVOCACY CENTER
87 HIGHLAND HAVEN
88 HIGHLAND UNITED CHURCH OF CHRIST
89 HIV ALLIANCE, INC
90 HOUSING AUTHORITY OF LINCOLN COUNTY
91 HOUSING AUTHORITY OF PORTLAND
92 HOUSING NORTHWEST
93 INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON
94 INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION

95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCES CENTERS OF GREATER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORX NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSEUM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN	222	THE NEXT DOOR
151	OUTSIDE IN	223	THE OREGON COMMUNITY FOUNDATION
152	PACIFIC CASCADE FEDERAL CREDIT UNION	224	THE SALVATION ARMY - CASCADE DIVISION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
154	PACIFIC INSTITUTES FOR RESEARCH	226	TILLAMOOK ESTUARIES PARTNERSHIP
155	PACIFIC STATES MARINE FISHERIES COMMISSION	227	TOUCHSTONE PARENT ORGANIZATION
156	PARALYZED VETERANS OF AMERICA	228	TRAILS CLUB
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	229	TRAINING EMPLOYMENT CONSORTIUM
158	PENDLETON ACADEMIES	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE
159	PENTAGON FEDERAL CREDIT UNION	231	TRILLIUM FAMILY SERVICES, INC.
160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION
161	PORT CITY DEVELOPMENT CENTER	233	UNION GOSPEL MISSION
162	PORTLAND ART MUSEUM	234	UNITED CEREBRAL PALSY OF OR AND SW WA
163	PORTLAND BUSINESS ALLIANCE	235	UNITED WAY OF THE COLUMBIA WILLAMETTE
164	PORTLAND HABILITATION CENTER, INC.	236	US CONFERENCE OF MENONNITE BRETHREN CHURCHES
165	PORTLAND SCHOOLS FOUNDATION	237	US FISH AND WILDLIFE SERVICE
166	PORTLAND WOMENS CRISIS LINE		

238 USAGENCIES CREDIT UNION
 239 VERMONT HILLS FAMILY LIFE CENTER
 240 VIRGINIA GARCIA MEMORIAL HEALTH CENTER
 241 VOLUNTEERS OF AMERICA OREGON
 242 WE CARE OREGON
 243 WESTERN RIVERS CONSERVANCY
 244 WESTERN STATES CENTER
 245 WESTSIDE BAPTIST CHURCH
 246 WILD SALMON CENTER
 247 WILLAMETTE FAMILY
 248 WILLAMETTE VIEW INC.
 249 WOODBURN AREA CHAMBER OF COMMERCE
 250 WORD OF LIFE COMMUNITY CHURCH
 251 WORKSYSTEMS INC
 252 YOUTH GUIDANCE ASSOC.
 253 YWCA SALEM
 1 ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA
 2 ALOHACARE
 3 AMERICAN LUNG ASSOCIATION
 4 BISHOP MUSEUM
 5 BUILDING INDUSTRY ASSOCIATION OF HAWAII
 6 CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST
 7 EAH, INC.
 8 EASTER SEALS HAWAII
 9 GOODWILL INDUSTRIES OF HAWAII, INC.
 10 HABITAT FOR HUMANITY MAUI
 11 HALE MAHAOLU
 12 HAROLD K.L. CASTLE FOUNDATION
 13 HAWAII AGRICULTURE RESEARCH CENTER
 14 HAWAII EMPLOYERS COUNCIL
 15 HAWAII FAMILY LAW CLINIC DBA ALA KUOLA
 16 HONOLULU HABITAT FOR HUMANITY
 17 IUPAT, DISTRICT COUNCIL 50
 18 LANAKILA REHABILITATION CENTER INC.
 19 LEEWARD HABITAT FOR HUMANITY
 20 MAUI COUNTY FCU
 21 MAUI ECONOMIC DEVELOPMENT BOARD
 22 MAUI ECONOMIC OPPORTUNITY, INC.
 23 MAUI FAMILY YMCA
 24 NA HALE O MAUI
 25 NA LEI ALOHA FOUNDATION
 26 NETWORK ENTERPRISES, INC.
 27 ORI ANUENUE HALE, INC.
 28 PARTNERS IN DEVELOPMENT FOUNDATION
 29 POLYNESIAN CULTURAL CENTER
 30 PUNAHOU SCHOOL
 31 ST. THERESA CHURCH
 32 WAIANAE COMMUNITY OUTREACH
 33 WAILUKU FEDERAL CREDIT UNION
 34 YMCA OF HONOLULU

No. Special/Independent Districts

1 BAY AREA HOSPITAL DISTRICT
 2 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 3 CENTRAL OREGON IRRIGATION DISTRICT
 4 CHEHALEM PARK AND RECREATION DISTRICT
 5 CITY COUNTY INSURANCE SERVICES
 6 CLEAN WATER SERVICES
 7 COLUMBIA 911 COMMUNICATIONS DISTRICT
 8 COLUMBIA RIVER PUD
 9 DESCHUTES COUNTY RFPD NO.2
 10 DESCHUTES PUBLIC LIBRARY SYSTEM
 11 EAST MULTNOMAH SOIL AND WATER CONSERVANCY
 12 GASTON RURAL FIRE DEPARTMENT

13 GLADSTONE POLICE DEPARTMENT
 14 GLENDALE RURAL FIRE DISTRICT
 15 HOODLAND FIRE DISTRICT NO.74
 16 HOODLAND FIRE DISTRICT #74
 17 HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
 18 KLAMATH COUNTY 9-1-1
 19 LANE EDUCATION SERVICE DISTRICT
 20 LANE TRANSIT DISTRICT
 21 MALIN COMMUNITY PARK AND RECREATION DISTRICT
 22 MARION COUNTY FIRE DISTRICT #1
 23 METRO
 24 METROPOLITAN EXPOSITION-RECREATION COMMISSION
 25 MONMOUTH - INDEPENDENCE NETWORK
 26 MULTONAH COUNTY DRAINAGE DISTRICT #1
 27 NEAH KAH NIE WATER DISTRICT
 28 NW POWER POOL
 29 OAK LODGE WATER DISTRICT
 30 OR INT'L PORT OF COOS BAY
 31 PORT OF ST HELENS
 32 PORT OF UMPQUA
 33 REGIONAL AUTOMATED INFORMATION NETWORK
 34 RIVERGROVE WATER DISTRICT
 35 SALEM AREA MASS TRANSIT DISTRICT
 36 SANDY FIRE DISTRICT NO. 72
 37 SUNSET EMPIRE PARK AND RECREATION
 38 THE NEWPORT PARK AND RECREATION CENTER
 39 THE PORT OF PORTLAND
 40 TILLAMOOK PEOPLES UTILITY DISTRICT
 41 TUALATIN HILLS PARK AND RECREATION DISTRICT
 42 TUALATIN VALLEY FIRE & RESCUE
 43 TUALATIN VALLEY WATER DISTRICT
 44 UNION SOIL & WATER CONSERVATION DISTRICT
 45 WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
 46 WEST VALLEY HOUSING AUTHORITY
 47 WILLAMALANE PARK AND RECREATION DISTRICT
 48 YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT

No. State Agencies

1 BOARD OF MEDICAL EXAMINERS
 2 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 3 OFFICE OF THE STATE TREASURER
 4 OREGON BOARD OF ARCHITECTS
 5 OREGON CHILD DEVELOPMENT COALITION
 6 OREGON DEPARTMENT OF EDUCATION
 7 OREGON DEPARTMENT OF FORESTRY
 8 OREGON DEPT OF TRANSPORTATION
 9 OREGON DEPT. OF EDUCATION
 10 OREGON LOTTERY
 11 OREGON OFFICE OF ENERGY
 12 OREGON STATE BOARD OF NURSING
 13 OREGON STATE POLICE
 14 OREGON TOURISM COMMISSION
 15 OREGON TRAVEL INFORMATION COUNCIL
 16 SANTIAM CANYON COMMUNICATION CENTER
 17 SEIU LOCAL 503, OPEU
 1 ADMIN. SERVICES OFFICE
 2 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 3 HAWAII HEALTH SYSTEMS CORPORATION
 4 SOH- JUDICIARY CONTRACTS AND PURCH
 5 STATE DEPARTMENT OF DEFENSE
 6 STATE OF HAWAII
 7 STATE OF HAWAII
 8 STATE OF HAWAII, DEPT. OF EDUCATION