

GENERAL INFORMATION & CAPABILITIES

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



engineered
systems

NCPA

National Cooperative Purchasing Alliance



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



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Request For Proposal For HVAC Equipment, Installation, Service, & Related Products - Supplemental

No. #29-19

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Tab 1 – Master Agreement

General Terms and Conditions

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

♦ Payments

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

♦ Adding authorized distributors/dealers

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

♦ Pricing

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

♦ Warranty

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

♦ Administrative Fee

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

♦ Audit rights

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

♦ Indemnity

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

♦ Licenses and Duty to keep current licenses

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

♦ Franchise Tax

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

♦ Supplemental Agreements

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

♦ Certificates of Insurance

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

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - ◆ Providing material that does not meet the specifications of the contract;
 - ◆ Providing work and/or material that was not awarded under the contract;
 - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
 - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
 - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ Open Records Policy

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

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

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

◆ Cancellation for Conflict of Interest

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

◆ Registered Sex Offender Restriction

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

◆ Contract's Employment Eligibility

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

◆ Terrorism Country Divestments

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

◆ Fingerprint Checks

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

◆ Indemnification

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

Process

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

- ◆ Contract Administration

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

- ◆ Contract Term

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

- ◆ Contract Waiver

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

- ◆ Products and Services additions

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

- ◆ Competitive Range

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

- ◆ Deviations and Exceptions

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

- ◆ Estimated Quantities

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

◆ Evaluation

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

◆ Formation of Contract

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

◆ NCPA Administrative Agreement

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

◆ Clarifications / Discussions

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

◆ Multiple Awards

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

◆ Past Performance

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

Evaluation Criteria

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

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

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

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

Signature Form

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

Prices are guaranteed: 120 days

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

Tab 2 – NCPA Administration Agreement

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

Recitals

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

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

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

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

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

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

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

♦ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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


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

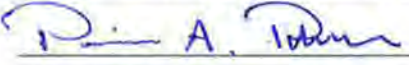
- Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term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

◆ General Provisions

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

National Cooperative Purchasing Alliance:

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

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

NCPA Registered Vendor Quotation Number

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

NCPA Registered Vendor Quotation Number Process

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

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

*** Fill out and submit.**

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

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

Date: 11/15/19

RFP Number: 29-19

Company Name: ACCO ENGINEERED SYSTEMS

Printed Name: DARRICK A. ROCHON

Signature: 

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

◆ Residency

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

◆ Felony Conviction Notice

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

◆ Distribution Channel

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

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

◆ Processing Information

➤ Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

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

▪ Purchase Orders

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

▪ Sales and Marketing

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

◆ Pricing Information

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

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

Tab 4 – Vendor Profile

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

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

GENERAL:

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

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

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

Yes, please see attached litigation spreadsheet.

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

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

PRODUCTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. How many products do you stock? Where?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. What is your standard warranty on replacement parts?

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

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

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

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

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

SERVICES:

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

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

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

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

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

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

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

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

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

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

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

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

44. Describe your call center organization.

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

45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

Yes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes, through Sunbelt Controls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Warranty coverage is dependent on manufacture start-up procedures.

65. Who performs your start-up procedure?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

74. Describe your company's construction management plan.

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

75. What is your standard warranty on installation?

This is determined based on manufacturer warranty.

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

This is determined based on manufacturer warranty.

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

No

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

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

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

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

SAFETY:

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

Please see attached

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

Please see attached

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

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

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

Please see attached

MARKETING/ SALES

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

We can use and will utilize all of the following

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

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

Please refer to answer #84

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

Please refer to answer #84

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

Please refer to answer #84

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

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

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

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

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

Not available

\$_____ in year one

Not available

\$_____ in year two

Not available

\$_____ in year three

ADMINISTRATION

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

Please refer to cooperative information provided on page #3

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

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

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

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

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

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

Green Initiatives

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

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

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

Vendor Certifications (if applicable)

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

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

Vendor Questionnaire – Safety Questions - #80-83

ACCO / NCPA

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

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

Medical Services

2000 1st Street, Suite 100

San Francisco, CA 94104

707.399.1574

800.368.7777

San Francisco, CA 94104

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

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

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

At the Point of Exposure

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

Our Supervisor and First Line Leaders

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

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

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

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

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

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

Vendor Questionnaire – Safety Questions - #80-83

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

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

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

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

Sincerely,
ACCO Engineered Systems



Eric Rose
Project Manager

GENERAL INFORMATION & CAPABILITIES

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



**engineered
systems**



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

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WELCOME TO THE WORLD OF ACCO

ACCO Engineered Systems is an employee-owned mechanical

contractor with specialties in heating, ventilating, air conditioning,

refrigeration, plumbing, process piping, building automation,

industrial construction and service. Through an engineering

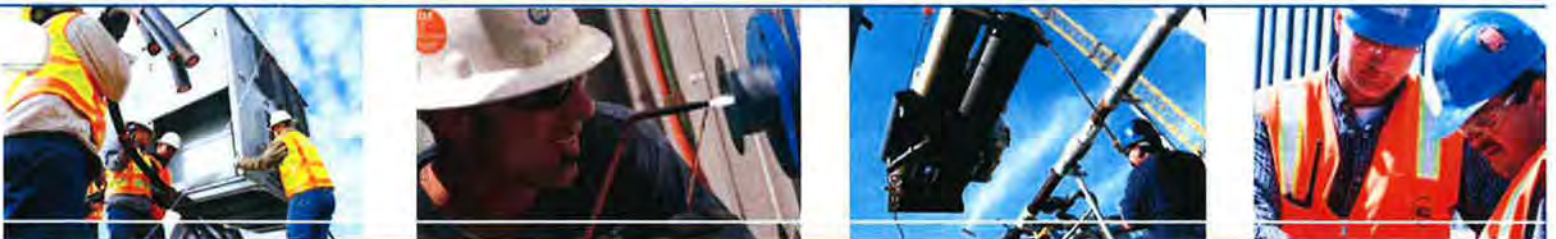
orientation, we provide these services to the new construction and

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

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

facilities through the integration knowledge of engineering, construction,

and service.



History of ACCO Engineered Systems

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

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

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

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





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

Project Management

Your Personal Representative

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

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

Keeping Your Project on Schedule

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

Diverse Experience & A Flexible Approach

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



Safety

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

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

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

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

Injury Management Program

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



Fabrication & Installation

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

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

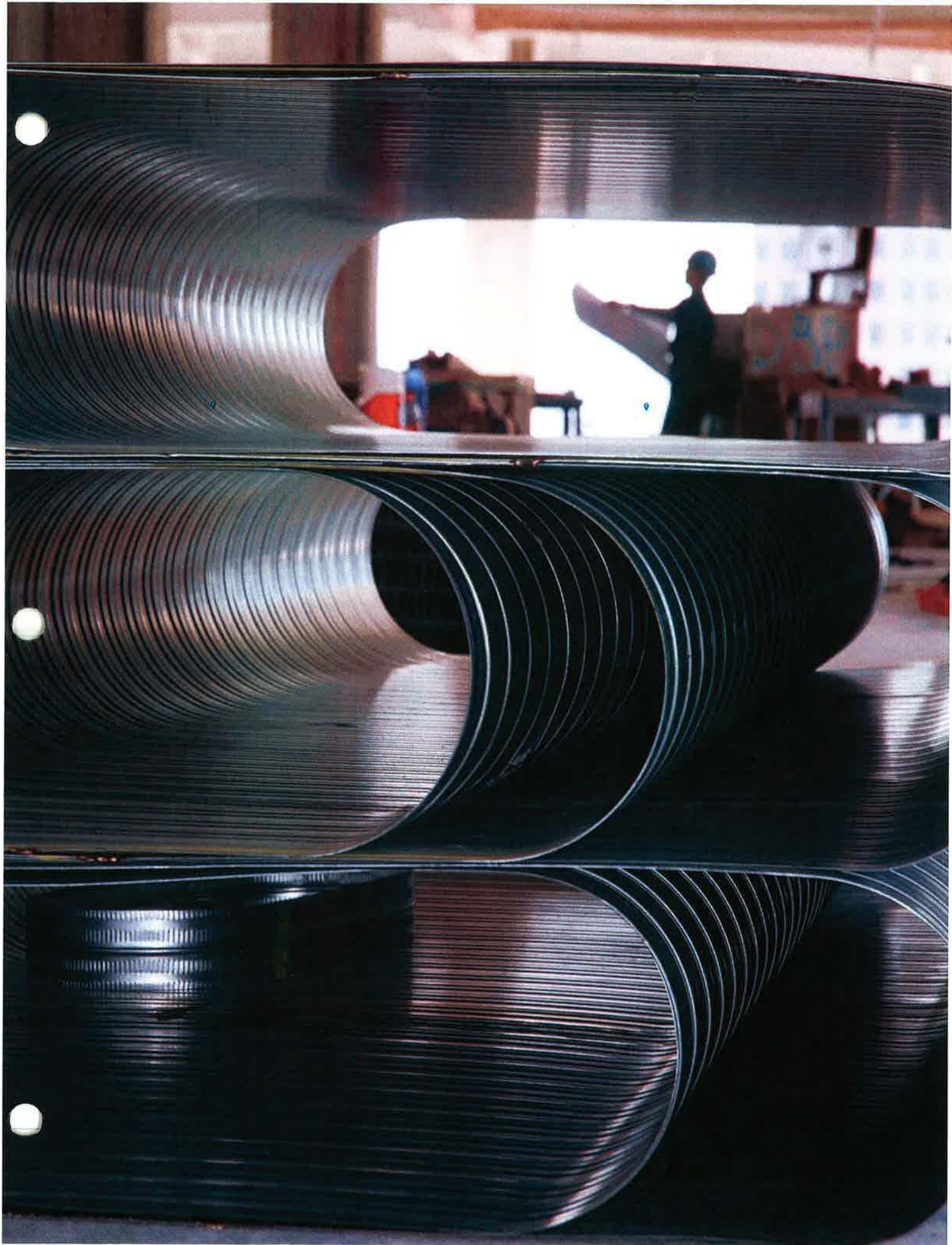
Our LA facilities include a modern 70,000 square foot sheet metal shop with an 11,000 square foot warehouse and tool crib located in Commerce, CA. We also have a piping pre-fabrication shop located in Commerce that includes a 45,000 square foot pipe pre-fabrication area and 111,000 square feet of warehouse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

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

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

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





ACCO's Project Approaches

Design-Build

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

Integrated Project Delivery

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

Design-Assist

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

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

Plan-Spec

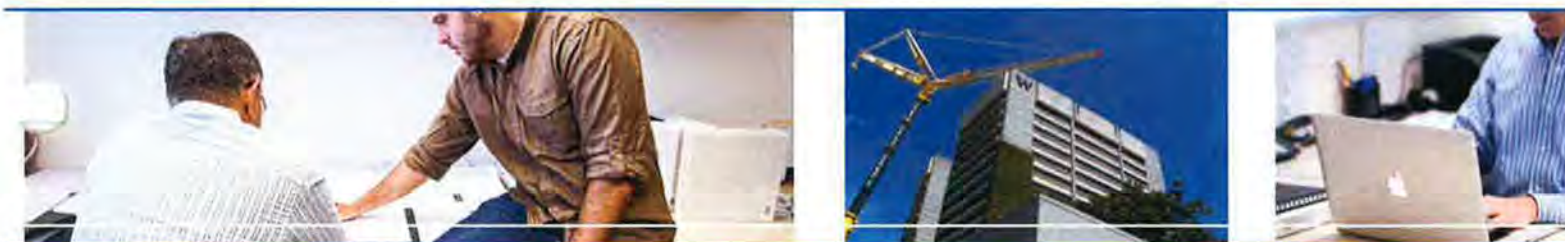
ACCO brings decades of experience to construction projects that mandate a fixed-price bid on a detailed set of construction documents. We examine the plans and specifications, determine the lowest possible cost, and then build exactly what was designed. By working closely with the architect and engineering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

Lean Production & Construction

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

Target Value Design

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



Engineering

The Foundation

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

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

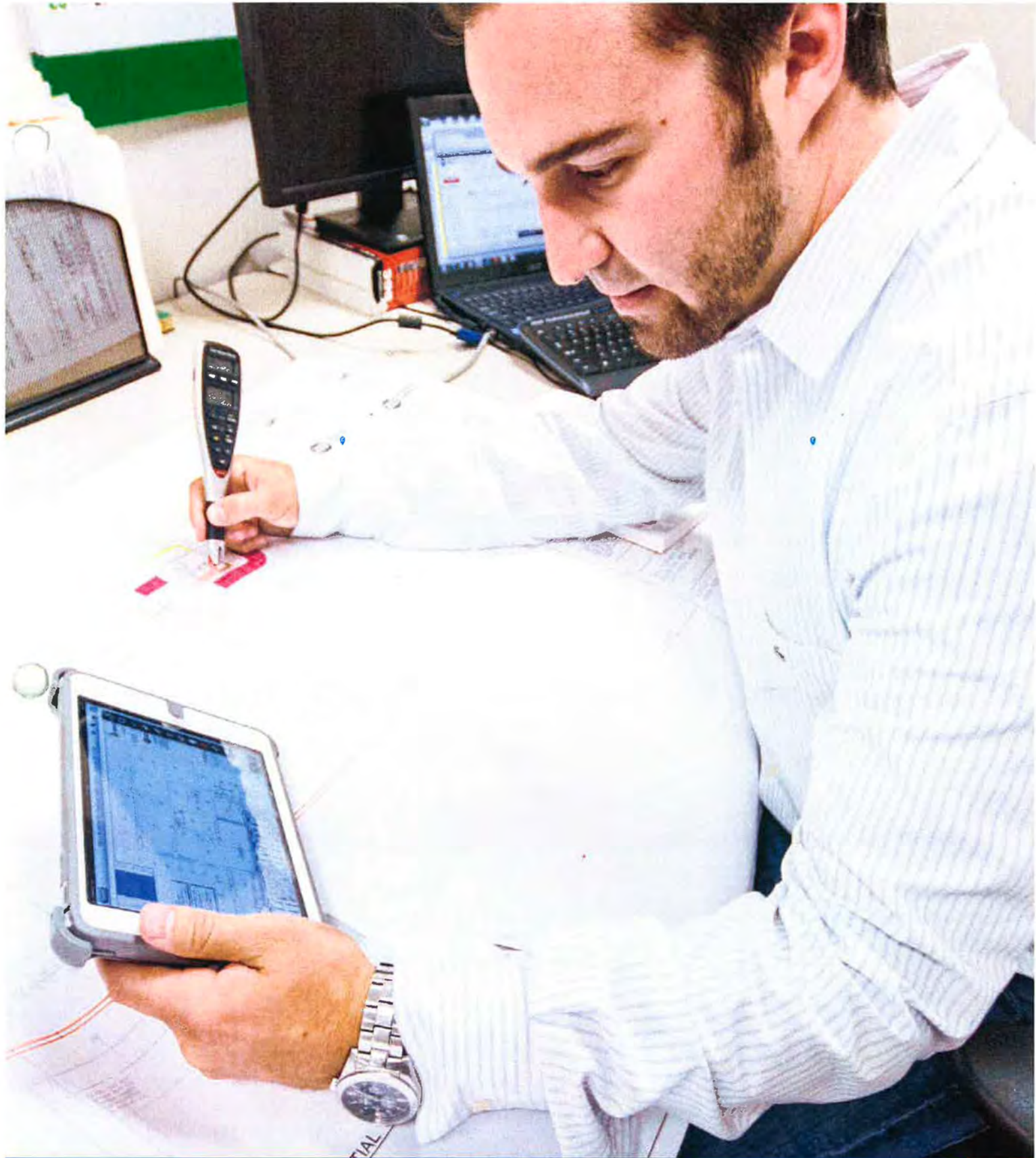
We focus beyond the initial installation to ensure that your system is designed to last and function reliably for many years under varying conditions and requirements. Our engineers utilize the experience of our commissioning and service professionals to design systems that will be serviceable and perform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

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

Services

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





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



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

BIM & 3-D Modeling

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

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

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

Heating, Ventilation & Air Conditioning

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

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

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



Process Piping

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

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

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

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

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

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





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

Plumbing

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

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

Services

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

Fabrication Facilities

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

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

Building Automation Systems

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

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

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

Industrial Construction

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

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

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



Building Services

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

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

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

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

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

Preventive Maintenance

Protect your mechanical system investment.

Equipment Repairs

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

Equipment Modernization

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

"Just-In-Time" Service Delivery

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

Qualified Technicians

The best and most highly trained in the industry.

Chiller Service

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

Water Treatment

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

Tenant Improvements

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

Direct Digital Controls

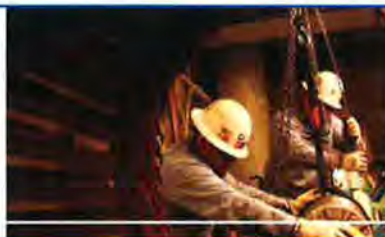
Designed and installed by ACCO, provide operational efficiency in your processes and building.

Commissioning Services

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

Predictive Diagnostic Services

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



Commissioning

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

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

Retro-Commissioning

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

Energy Services

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

ESCO Partnerships

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

Services

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



Building Confidence in Mechanical Design, Construction & Service

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

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

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

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

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

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

ACCO LOCATIONS

Bakersfield

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

Boise

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

Commerce Sheet Metal Shop

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

Commerce Pipe/Industrial Construction

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

Fresno

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

Glendale (SoCA & Corp HQ)

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

Orange County

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

Petaluma

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

Redding

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

Reno

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

Sacramento

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

San Diego

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

San Jose

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

San Leandro

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

San Francisco

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

Seattle - Kent

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

Vacaville

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

Tab 5 – Products and Services

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

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

◆ HVAC Refrigeration

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

◆ Indoor Air Quality Products and Devices

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

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

◆ Unitary

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

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

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

◆ **Air handling**

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

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

◆ **Air Terminal Devices and Heating Products**

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

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

◆ **DDC Controls**

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

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

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

◆ **Cooling Towers**

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

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

◆ **Pumps**

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

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

◆ **Invertors**

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

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

◆ **Boilers & Water Heaters**

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

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

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

◆ **HVAC Specialty Products**

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

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

◆ **Equipment Parts and Supplies**

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

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

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

◆ **Startup & Commissioning Services**

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

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

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

◆ **Service & Maintenance**

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

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

◆ **Installation and Turnkey Contracting**

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

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

◆ **Warranty Services**

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

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

◆ **Energy Services**

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

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

◆ **Equipment Rentals**

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

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

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

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

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

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

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

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

Tab 8 – Value Added Products and Services

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

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

Executive Summary

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

Detail Description

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

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

Project Management

Your Personal Representative

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

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

Keeping Your Project on Schedule

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

Diverse Experience & A Flexible Approach

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

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



Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

ACCO ENGINEERED SYSTEMS

Print Name

PATRICK A. ROCHAN

Address

265 MCCORMICK AVE

City, State, Zip

COSTA MESA CA 92626

Authorized signature



Date

11/15/19

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

11/15/19

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

Company name ACCO ENGINEERED SYSTEMS

Address 265 MCCORMICK AVE.

City/State/Zip COSTA MESA, CA 92626


Telephone No. 949-331-8337

Fax No. —

Email address prochon@accos.com / erose@accos.com

Printed name PATRICK A. ROCHON

Position with company REGIONAL MANAGER

Authorized signature 

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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

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

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

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

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

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

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

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

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