

## COVER LETTER

November 15, 2021

**SUBJECT: RESPONSE TO REQUEST FOR COMPETITIVE SOLICITATION  
CONTROL ROOM CONSOLE SOLUTIONS**

Thank you for the opportunity to present EVANS' proposal for the control room console solutions for NCPA's Region 14 Education Service Center. We look forward to the prospect of partnering with NCPA on this important initiative.

The scope of work to design and configure console solutions for heavy duty, 24/7 usage as part of a Master Services Agreement, per the Request for Proposal (RFP) specifications, is well within EVANS expertise and where we are proven industry leaders.

Features and benefits of EVANS' approach, as highlighted in the following proposal, include:

- Designed from the operator out, our solutions enhance operator comfort and alertness, improve the user experience,
- We provide solutions to achieve operational excellence, operator effectiveness and meeting your operational business objectives,
- EVANS complete range of solutions is designed with a future-proof approach; this provides dynamic flexibility to withstand your day to day operations of shift changes, emergency operations and possibility increased traffic flow without jeopardizing durability,
- Future technology upgrades through the lifecycle of your systems can seamlessly be added to create value overtime without retrofitting; and,
- We offer a lifetime warranty and after-care commitments for your command and control center products.

EVANS confirms that our proposal is valid for 120 days after the submission deadline. Should NCPA require additional time to evaluate our proposal, we are able to extend this validity period. Should you require any clarifications, additional information, or wish to visit one of our showrooms or reference sites, please feel free to contact us at your convenience.

Thank you again for the opportunity to partner with NCPA on this important project.

Very truly yours,



William Burkett  
Chief Executive Officer



Richard Game  
Chief Operating Officer

# Tab 1 – Master Agreement General Terms and Conditions

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- ◆ 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 three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 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 seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items 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.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

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

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment

◆ Indemnity

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

# Process

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

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  - Provide both On-premise solutions as well as Cloud based solutions.
  
- ◆ References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services
  
- ◆ Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service




# Signature Form

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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>Evans Consoles Incorporated</u>
Address	<u>1577 Spring Hill Road, Suite 110</u>
City/State/Zip	<u>Vienna, VA 2182</u>
Telephone No.	<u>855-284-1129</u>
Fax No.	<u>855-667-9606</u>
Email address	<u>rgame@evansonline.com</u>
Printed name	<u>Richard Game</u>
Position with company	<u>Chief Operating Officer</u>
Authorized signature	<u></u>

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Evans Consoles Incorporated (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021, referenced as Contract Number 07-62, 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 Control Room Console Solutions;

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

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

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

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

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

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

#### ◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

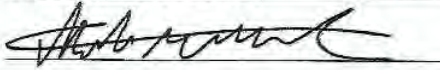
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

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

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature:   
Date: December 13, 2021

**Vendor:**

EVANS CONVOYER, Inc.  
Name: John Reeves  
Title: Regional Sales Manager  
Address: 305 E. WALL ST.  
GRANDPRINCE, TX 76051  
Signature:   
Date: 12.15.2021

# Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

- |   |   |
|---|---|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico              |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands      |
| <input type="checkbox"/> Midway Islands                 |   |

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

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

- **Minority / Women Business Enterprise**
  - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Vienna, State of VA

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

◆ **Processing Information**

➤ Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Kelly Matthews

Title: Contracts Administrator

Company: Evans Consoles

Address: 1577 Spring Hill Road, Suite 110

City: Vienna State: VA Zip: 22182

Phone: 855-284-1129 Email: 855-667-9606

- Purchase Orders

Contact Person: John Reeves

Title: Regional Sales Manager

Company: Evans Consoles

Address: 1577 Spring Hill Road, Suite 110

City: Vienna State: VA Zip: 22182

Phone: 214.435.7551 Email: jreeves@evansonline.com

- Sales and Marketing

Contact Person: Megan Lewis

Title: Public Safety Market Manager

Company: Evans Consoles

Address: 1577 Spring Hill Road, Suite 110

City: Vienna State: VA Zip: 22182

Phone: 813.992.7616 Email: mlewis@evansonline.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

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- ◆ Company’s official registered name.

Evans Consoles Incorporated

- ◆ Brief history of your company, including the year it was established.

<input checked="" type="checkbox"/>	Founded in 1980 with over 40+ years of experience focused on turnkey command and control center solutions
<input checked="" type="checkbox"/>	Over 12,000 installations across six continents
<input checked="" type="checkbox"/>	Significant experience working with Emergency Response and 9-1-1 clients (Police, Fire, EMS)
<input checked="" type="checkbox"/>	ISO 9001, ISO 14001 Registered & Greenguard Indoor Air Quality Certified

Evans’ clients benefit from our 40+ year history of designing, manufacturing and installing console solutions. With more than 12,000 successful installations across the globe on six continents, our experience in the command and control center environment is second-to-none. We’ve had the privilege to work with an array of customers, ranging from large Fortune 500 companies to the highest-ranking government agencies, to smaller municipal and industrial facilities, including 9-1-1 Dispatch and Emergency Communication facilities.

Evans is focused exclusively on command and control center solutions, and we build our consoles to the very highest quality, fit, finish, aesthetic, ergonomic, safety and reliability standards. We provide mission critical solutions for technology-intensive work environments with recognized market leadership within the emergency response, 9-1-1 dispatch, government, municipal utility, power generation and distribution, corporate, transportation management, oil and gas, petrochemical, telecommunications, air traffic control, and military and homeland security markets.

- ◆ Company’s Dun & Bradstreet (D&B) number.

030397025

- ◆ Company’s organizational chart of those individuals that would be involved in the contract.

See attached Org Charts

- a. Sales
- b. Project Management
- c. Transportation
- d. Installations

- ◆ Corporate office location.

- ▶ List the number of sales and services offices for states being bid in solicitation.

- Evans has 19 Sales Offices located across the United States.
- Evans has four (4) installation team leaders, who in turn are responsible for training our vast network of factory-trained and certified installation crews across North America

Evans’ reach to the end user is through a wide North American network of Evans’ Regional Sales Managers, who in turn work closely with our Dealers, Manufacturer’s representatives and Installation teams, which gives us more coverage across the 50 states than any other control room and console designer.



- List the names of key contacts at each with title, address, phone and e-mail address.

<i>Facility Location</i>	Sugarland, TX
<i>Telephone Number</i>	Cell: (713) 927-4931; Fax (817) 329-6004
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Anthony Mancuso Regional Sales Manager South Central USA, Evans Consoles Incorporated Email: AMancuso@evansonline.com

<i>Facility Location</i>	Westminster, CO
<i>Telephone Number</i>	Cell: (303) 993-9732; Fax (817) 329-6004
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Chelsea Kimbrough Regional Sales Manager North Central USA, Evans Consoles Incorporated Email: CKimbrough@evansonline.com

<i>Facility Location</i>	Lake Villa, IL
<i>Telephone Number</i>	Cell: (970) 376-5752; Fax: (855) 667-9606
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Chris Banner Regional Sales Manager Mid-West USA, Evans Consoles Incorporated Email: CBanner@evansonline.com

<i>Facility Location</i>	Spring Hill, FL
<i>Telephone Number</i>	Cell: (202) 713-0838; Fax: (817) 329-6004
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Dave Rivers Manager, ATC Market, Evans Consoles Incorporated Email: DRivers@evansonline.com

<i>Facility Location</i>	Carlsbad, CA
<i>Telephone Number</i>	Office: (760) 814-2700; Cell: (760) 688-9287
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Graham McComber Regional Sales Manager South West USA, Evans Consoles Incorporated Email: GMcComber@evansonline.com

<i>Facility Location</i>	Vienna, VA
<i>Telephone Number</i>	Cell: (704) 941-5356
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Preston Wright Director – US Federal Government, Evans Federal Solutions Email: PWright@evansfederal.com

<i>Facility Location</i>	Plano, TX
<i>Telephone Number</i>	Cell: (214) 435-7551; Fax: (817) 329-6003
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	John Reeves Regional Sales Manager South Central USA, Evans Consoles Incorporated Email: JReeves@evansonline.com

<i>Facility Location</i>	Fairhope, AL
<i>Telephone Number</i>	Cell: (404) 435-0155
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Kent Brewer Regional Sales Manager South East USA, Evans Consoles Incorporated Email: KBrewer@evansonline.com

<i>Facility Location</i>	Pinellas Park, FL
<i>Telephone Number</i>	Cell: (813) 992-7616
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Megan Lewis Manager, Public Safety Market, Evans Consoles Incorporated Email: MLewis@evansonline.com

<i>Facility Location</i>	Danville, CA
<i>Telephone Number</i>	Cell: (510) 506-1643
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Brian Banks Regional Sales Manager North West USA, Evans Consoles Incorporated Email: BBanks@evansonline.com

<i>Facility Location</i>	Ashburn, VA
<i>Telephone Number</i>	Cell: (703) 999-5953
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Mike Seto Regional Sales Manager Mid-Atlantic USA, Evans Consoles Incorporated Email: MSeto@evansonline.com

<i>Facility Location</i>	Apex, NC
<i>Telephone Number</i>	Cell: (703) 955-0551
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Mitch Rieg Regional Sales Manager TN, SC, and NC, Evans Consoles Incorporated Email: MRieg@evansonline.com

<i>Facility Location</i>	Milford, PA
<i>Telephone Number</i>	Cell: (570) 228-9788
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Patrick Beck Regional Sales Manager North East USA, Evans Consoles Incorporated Email: PBeck@evansonline.com

<i>Facility Location</i>	Vienna, VA
<i>Telephone Number</i>	Cell: (215) 859-3367
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Brian Fitzpatrick Regional Sales Manager Mid-Atlantic USA, Evans Consoles Incorporated Email: BFitzpatrick@evansonline.com

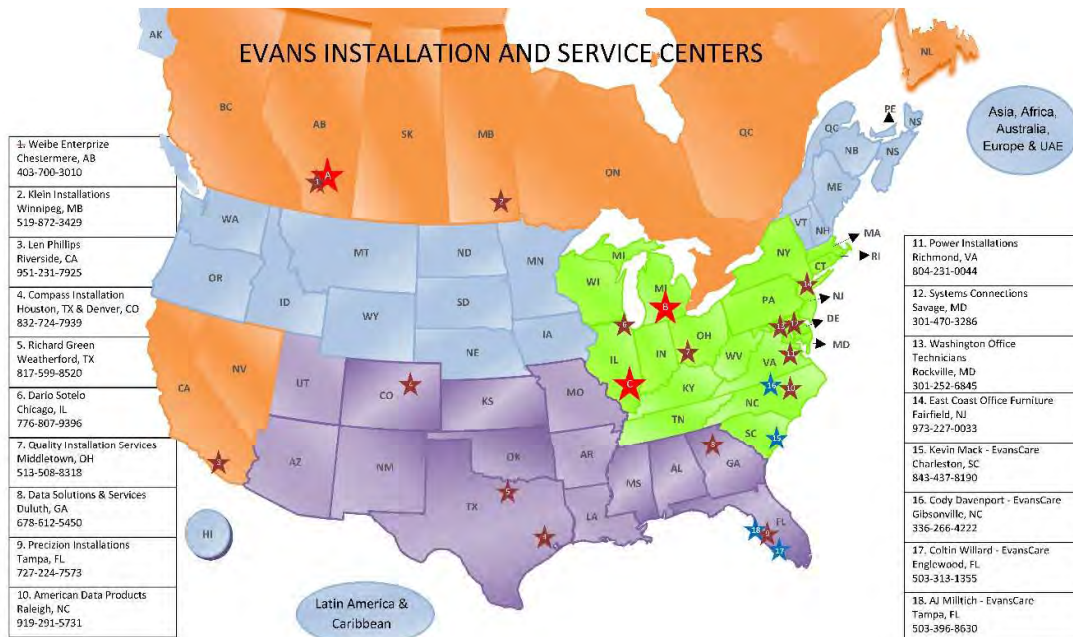
<i>Facility Location</i>	Acton, MA
<i>Telephone Number</i>	Cell: (978) 808-0355
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Scott Angell Regional Sales Manager North East USA, Evans Consoles Incorporated Email: SAngell@evansonline.com

<i>Facility Location</i>	Humble, TX
<i>Telephone Number</i>	Cell: (281) 620-0319; Fax: (713) 935-1901
<i>Service Description</i>	Sales and service office for regional clients.
<i>Service Manager</i>	Scott Mathews Regional Sales Manager South Central USA, Evans Consoles Incorporated Email: SMathews@evansonline.com

<i>Facility Location</i>	Port Charlotte, FL
<i>Telephone Number</i>	Cell: (503) 313-4348
<i>Service Description</i>	Sales and service office for EvansCare.
<i>Service Manager</i>	Tanya Lee Manager; Console Cleaning & Maintenance, Evans Consoles Incorporated Email: TLee@evansonline.com

<i>Facility Location</i>	Grapevine, TX
<i>Telephone Number</i>	Cell: (214) 762-0028
<i>Service Description</i>	Sales and service office for Turnkey Solutions.
<i>Service Manager</i>	John Walton Director Construction, Evans Consoles Incorporated Email: JWalton@evansonline.com

<i>Facility Location</i>	Grapevine, TX
<i>Telephone Number</i>	Cell: (817) 917-5043
<i>Service Description</i>	Sales and service office for North America.
<i>Service Manager</i>	Ward Hayworth EVP Sales, Evans Consoles Incorporated Email: WHayworth@evansonline.com



<b>A. DANNY MANCINI</b> Canada/Western USA 403-604-9891 (C)	<b>C. TODD DAVIS</b> Mid USA 309-463-2652 (O) 309-660-1053 (C)	<b>B. RICHARD FRITZ</b> Eastern USA 517-304-2229 (C)	<b>ALAN LYNCH</b> Asia, Africa, Australia, Europe & UAE +44 777 567 1779 (C)
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- ◆ Define your standard terms of payment.
  - 30% due upon Sign Off, NET 30
  - 70% due upon Shipment of Work, NET 30

- ◆ Who is your competition in the marketplace?
  - Russ Bassett
  - Xybix
  - Watson

- ◆ What differentiates your company from competitors?

With over four decades of experience and the industry's most significant portfolio of projects worldwide, it's our proven methodology, strict quality standards, and skill that make the difference for our customers.

Evans employs the largest assemblage of control room experts in the world. We have a Sales team of 19 sales managers in the US with an average tenure of 11 years with Evans, 15 Project Managers of whom 87% are PMP trained, 38 full time dedicated control room designers, and 12 full time registered architects, Designers, Ergonomic Specialists, Professional Construction Managers and On-Site Supervisors.

An integral part of our business is creating long-lasting customer relationships. Working together, we identify our customers' needs and provide solutions that fuel their success. Our ability to execute resides in the fact that this is what we do day-in and day-out; successfully design and equip 24/7/365 mission-critical operations from turn-key solutions to existing facility room demolition and upgrades.

EVANS is a fully vertically integrated solutions provider for control room environments. Nearly 100% of our products are manufactured in-house at EVANS' ISO 9001 certified manufacturing facility in Calgary, Alberta. The labor and materials we use to build our consoles are almost all present within our own manufacturing facility. This includes all design, customer service, wood working, high pressure laminate application, metal work (including sheet metal and aluminum extrusion), veneer application, console finishing, powder coating, painting and final assembly. All work surfaces, base enclosures, console panels and structural frame systems will be manufactured in-house by Evans. As a result, Evans has unmatched manufacturing flexibility, reduced lead times, and we can accommodate client requests at almost any stage of the project, unlike others who depend on third-parties for labor, materials, tools or manufacturing support.

It is this design flexibility and innovativeness that are truly EVANS' core strengths.

- ◆ Describe how your company will market this contract if awarded.

EVANS will market NCDA Region 14 ESC through online efforts such as being outlined on our website, email marketing, social media, at tradeshow, brochures, and through our trained regional sales managers.

- ◆ Describe how you intend to introduce NCPA to your company.

Evans will introduce NCPA to our company thru a company wide announcement. We will hold training sessions to explain the contract and how it works.

- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Due to the custom nature of Evans products, we do not have an online catalog.

- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Given the geographic spread of our worldwide clients Evans has well-developed service and support arrangements. Evans places the highest priority on customer service and product warranty. There are several key individuals on-call who are able to respond to

virtually any issue through our factory-trained and certified local representatives and dealer personnel.

All client services issues are considered important and in order for to determine priority/expedited path we have the following initial engagement Service Level targets:

- Acknowledge customer ticket/request by a CS Rep: within 24 hours (business days)
- Phone technical support with a trained resource: within 48 hours (business days)

Priority is generally classified into 3 levels and governs the level of expediting:

Level 1 – Low (Does not effect functionality on console or useability for operator): Will follow priority outlined below

Level 2 – Medium (Some effect on functionality on console or useability for operator): Will follow priority outlined below

Level 3 - High (Completely effects functionality on console or useability for operator and station is not useable): Will follow priority outlined below

All client services issues are important to us and will be processed and expedited depending on the resolution required and customer urgency. The following are the Service Level targets:

- Onsite service call (NA only): Level 1 - within 4 weeks; Level 2 - within 2 weeks; Level 3 – within 1 week
- Stock item replacement shipped: Level 1 - within 4 weeks; Level 2 - within 2 weeks; Level 3 – within 1 week
- Manufactured item: Level 1 - within 4 weeks; Level 2 - within 3 weeks; Level 3 – within 2 weeks

◆ Green Initiatives

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

Evans has a strong commitment to environmental stewardship, and we work diligently to ensure that we manufacture environmentally-friendly products that positively contribute to our clients' environmental rating, and the health and well-being of their staff members

Please see attached Environmental Policy, GreenGuard Air Quality Certificates for our Products and our ISO 14001:2015 Environmental Management System Certificate.

◆ Vendor Certifications (if applicable)

- ▶ Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Evans Consoles holds the following Certifications:


- ISO 9001:2015
- ISO 14001:2015
- ISO 45001:2018
- Forest Stewardship Council (FSC)
- GreenGuard for Indoor Air Quality

# NA/SA Sales




**Ward Hayworth**  
Executive Vice President Sales  
(North America & South America)  
(U239-40)

## Regional Sales Managers - 40



**Graham McComber**  
Regional Sales Manager  
South West USA & HI




**Chelsea Kimbrough**  
Regional Sales Manager  
Mid West USA




**John Reeves**  
Regional Sales Manager  
South Central USA




**Kent Brewer**  
Regional Sales Manager  
AL/GA/FL/MS - USA



**Mitchell Rieg**  
Regional Sales Manager  
NC/SC/TN - USA



**Scott Angell**  
Regional Sales Manager  
North/East USA




**Scott Matthews**  
Regional Sales Manager  
NC/SC/TN - USA




**Brian Fitzpatrick**  
Regional Sales Manager  
Mid Atlantic - USA

## ATC - 40



**Brian Banks**  
Regional Sales Manager  
NW USA, Northern CA & AK



**Guillermo Canseco**  
Regional Sales Manager  
Latin America




**Chris Banner**  
Regional Sales Manager  
Mid West USA




**Preston Wright**  
Regional Sales Manager  
Mid Atlantic, USA




**Patrick Beck**  
Regional Sales Manager  
North East USA




**Mike Seto**  
Regional Sales Manager  
WA, DC Maryland VA



**Anthony Mancuso**  
Regional Sales Manager  
South Central USA




**Jeff Fairholm**  
Regional Sales Manager  
Canada - West




**Dave Rivers**  
Manager  
ATC Market


## Console Cleaning & Maint. -21



**Tanya Lee**  
Manager Console  
Cleaning & Maint.




**Cody Davenport**  
Regional Cleaning & Maint. Svcs. Tech.



**Kevin Mack**  
Regional Cleaning & Maint. Svcs. Tech.




**Coltin Willard**  
Regional Cleaning & Maint. Svcs. Tech.




**Anthony Militch**  
Regional Cleaning & Maint. Svcs. Tech.

## Business Development - 40



**Sean Way**  
Industrial Business  
Development Manager



**Megan Lewis**  
Pub. Safety Vertical  
Market Manager



**Req. # 1255**  
Utilities VSM



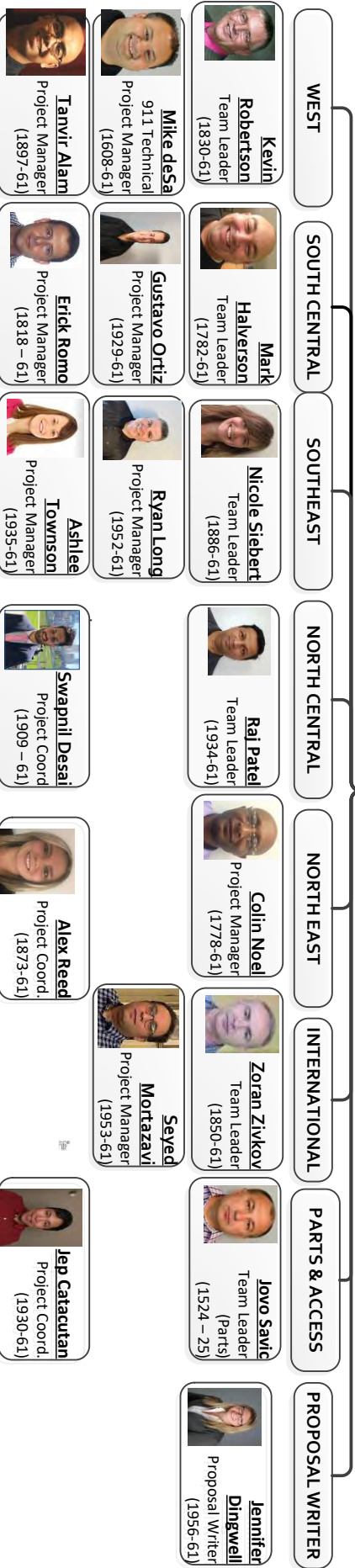
## Project Management (Solutions)



**Richard Game**  
Chief Operating Officer  
(1583-98)



**Roger Bartholomeuz**  
Manager Project Management  
(1693-61)



# Operations – Transportation & Packaging



**Warren Randle**  
Plant Manager  
(Indirect) (1808-11)

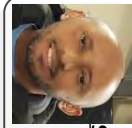


**Chris Bourassa**  
Manager Transportation  
(Indirect) (1395-15)

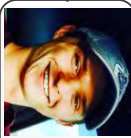
## Transportation




**Melissa Quistberg**  
Transportation  
Coordinator  
(Indirect) (1809-15)




**Samuel Ghebreyhannes**  
Driver  
(Indirect) (5972-15)



**Robert Hansen**  
Logistics  
Coordinator  
(Indirect) (1810-15)




**Kharen Alvaiola**  
Transportation  
Coordinator  
(Indirect) (1807-15)



**Doug Moir**  
Logistics Specialist  
(Indirect) (1812-15)

## Packaging



**Ky Truong**  
Supervisor Packaging  
(AM)  
(Direct) (523-11)

### AM SHIFT

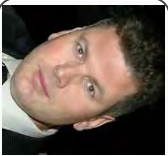
- Ryan Stoneman  
Line Lead (PKG) (AM)
- Arkin Zazabardo  
Production Worker 1
- Dan Ramos  
Production Worker 1
- Rolly Coronel  
Production Worker 1

### PM SHIFT

- Alvin Romero  
Production Worker 1
- Emelyn De Castro  
Production Worker 2
- Jeunie Cruz  
Production Worker 2
- Matthew Williams  
Production Worker 1
- Sam Kang  
Production Worker 1
- Mark Alfonso  
Production Worker 1
- Juliet Tagalog  
Production Worker 1
- Emillio Dicanag  
Production Worker 3
- Chuck Flores  
Production Worker 1

# Installations

## NA/SA



**Warren Randle**  
Plant Manager  
(Indirect) (1808-11)



**Richard Fritz**  
RISM East USA  
(U210-22)



**Todd Davis**  
RISM Central USA  
(U206-22)



**Danny Mancini**  
RISM Canada/  
West USA  
(1679-22)



**Alan Lynch**  
RISM International  
(E2 - 18)

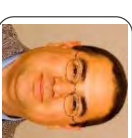
## INTERNATIONAL



**Richard Game**  
Chief Operating Officer  
(1583-98)



**John Walton**  
Director Construction  
USA (U264 - 20)



**Manuel Morin**  
General Manager  
(1386-22)



## Environmental Policy

Evans designs and equips mission critical operations and is committed to an Environmental Management System protecting the environment.

To minimize environmental impacts concerning our activities, products and services, as defined in our scope of EMS and the requirements of our internal and external parties, we shall:

- Comply with applicable legal and other requirements to which Evans subscribes that relate to its environmental aspects,
- Set environmental objectives to prevent and reduce pollution and waste and to minimize the consumption of resources,
- Commit to continual improvement of the environmental management system to enhance environmental performance and
- Educate, train and motivate employees to carry out tasks in an environmentally sustainable manner

This Environmental Policy will be communicated to all staff, and will be available to interested parties.

A handwritten signature in blue ink, appearing to read 'William Burkett', written over a horizontal line.

William Burkett

CEO

May 1, 2021

# CERTIFICATE OF COMPLIANCE



## Evans Consoles Corporation Custom Millwork

Restrictions: No Fabric Panel Options

11189-410

Certificate Number

04/05/2010 - 04/05/2022

Certificate Period

Certified

Status

UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Commercial furniture and furnishings are tested in accordance with ANSI/BIFMA M7.1-2011(R2016) and determined to comply with ANSI/BIFMA X7.1-2011(R2016) and ANSI/BIFMA e3-2014e Credit 7.6.1 in an Open Plan Office environment.

Products tested in accordance with UL 2821 test method to show compliance to emission limits in UL 2818, Section 7.1.



*UL investigated representative samples of the identified Product(s) to the identified Standard(s) or other requirements in accordance with the agreements and any applicable program service terms in place between UL and the Certificate Holder (collectively "Agreement"). The Certificate Holder is authorized to use the UL Mark for the identified Product(s) manufactured at the production site(s) covered by the UL Test Report, in accordance with the terms of the Agreement. This Certificate is valid for the identified dates unless there is non-compliance with the Agreement.*

## GREENGUARD Certification Criteria for Furniture and Mattresses

Criteria	CAS Number	Maximum Allowable Predicted Concentration	Units
TVOC <sup>(A)</sup>	-	0.50	mg/m <sup>3</sup>
Formaldehyde	50-00-0	61.3 (50 ppb)	µg/m <sup>3</sup>
Total Aldehydes <sup>(B)</sup>	-	0.10	ppm
4-Phenylcyclohexene	4994-16-5	6.5	µg/m <sup>3</sup>
Individual VOCs <sup>(C)</sup>	-	1/10th TLV	-

- (A) Defined to be the total response of measured VOCs falling within the C<sub>6</sub> – C<sub>16</sub> range, with responses calibrated to a toluene surrogate.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GCMS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Allowable levels for chemicals not listed are derived from 1/10th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).



# CERTIFICATE OF COMPLIANCE



## Evans Consoles Corporation Dispatch

Restrictions: No Fabric Panel Options

11190-410

Certificate Number

04/05/2010 - 04/05/2022

Certificate Period

Certified

Status

UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Commercial furniture and furnishings are tested in accordance with ANSI/BIFMA M7.1-2011(R2016) and determined to comply with ANSI/BIFMA X7.1-2011(R2016) and ANSI/BIFMA e3-2014e Credit 7.6.1 in an Open Plan Office environment.

Products tested in accordance with UL 2821 test method to show compliance to emission limits in UL 2818, Section 7.1.



*UL investigated representative samples of the identified Product(s) to the identified Standard(s) or other requirements in accordance with the agreements and any applicable program service terms in place between UL and the Certificate Holder (collectively "Agreement"). The Certificate Holder is authorized to use the UL Mark for the identified Product(s) manufactured at the production site(s) covered by the UL Test Report, in accordance with the terms of the Agreement. This Certificate is valid for the identified dates unless there is non-compliance with the Agreement.*

## GREENGUARD Certification Criteria for Furniture and Mattresses

Criteria	CAS Number	Maximum Allowable Predicted Concentration	Units
TVOC <sup>(A)</sup>	-	0.50	mg/m <sup>3</sup>
Formaldehyde	50-00-0	61.3 (50 ppb)	µg/m <sup>3</sup>
Total Aldehydes <sup>(B)</sup>	-	0.10	ppm
4-Phenylcyclohexene	4994-16-5	6.5	µg/m <sup>3</sup>
Individual VOCs <sup>(C)</sup>	-	1/10th TLV	-

- (A) Defined to be the total response of measured VOCs falling within the C<sub>6</sub> – C<sub>16</sub> range, with responses calibrated to a toluene surrogate.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GCMS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Allowable levels for chemicals not listed are derived from 1/10th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).





# CERTIFICATE OF COMPLIANCE



## Evans Consoles Corporation Response

Restrictions: No Fabric Panel Options

11193-410

Certificate Number

04/05/2010 - 04/05/2022

Certificate Period

Certified

Status

UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Commercial furniture and furnishings are tested in accordance with ANSI/BIFMA M7.1-2011(R2016) and determined to comply with ANSI/BIFMA X7.1-2011(R2016) and ANSI/BIFMA e3-2014e Credit 7.6.1 in an Open Plan Office environment.

Products tested in accordance with UL 2821 test method to show compliance to emission limits in UL 2818, Section 7.1.



*UL investigated representative samples of the identified Product(s) to the identified Standard(s) or other requirements in accordance with the agreements and any applicable program service terms in place between UL and the Certificate Holder (collectively "Agreement"). The Certificate Holder is authorized to use the UL Mark for the identified Product(s) manufactured at the production site(s) covered by the UL Test Report, in accordance with the terms of the Agreement. This Certificate is valid for the identified dates unless there is non-compliance with the Agreement.*

## GREENGUARD Certification Criteria for Furniture and Mattresses

Criteria	CAS Number	Maximum Allowable Predicted Concentration	Units
TVOC <sup>(A)</sup>	-	0.50	mg/m <sup>3</sup>
Formaldehyde	50-00-0	61.3 (50 ppb)	µg/m <sup>3</sup>
Total Aldehydes <sup>(B)</sup>	-	0.10	ppm
4-Phenylcyclohexene	4994-16-5	6.5	µg/m <sup>3</sup>
Individual VOCs <sup>(C)</sup>	-	1/10th TLV	-

- (A) Defined to be the total response of measured VOCs falling within the C<sub>6</sub> – C<sub>16</sub> range, with responses calibrated to a toluene surrogate.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GCMS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Allowable levels for chemicals not listed are derived from 1/10th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).



# CERTIFICATE OF COMPLIANCE

## Evans Consoles Corporation Strategy Desk

57342-410

Certificate Number

04/05/2010 - 04/05/2022

Certificate Period

Certified

Status



### UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Commercial furniture and furnishings are tested in accordance with ANSI/BIFMA M7.1-2011(R2016) and determined to comply with ANSI/BIFMA X7.1-2011(R2016) and ANSI/BIFMA e3-2014e Credit 7.6.1 in an Open Plan Office environment.

Products tested in accordance with UL 2821 test method to show compliance to emission limits in UL 2818, Section 7.1.



*UL investigated representative samples of the identified Product(s) to the identified Standard(s) or other requirements in accordance with the agreements and any applicable program service terms in place between UL and the Certificate Holder (collectively "Agreement"). The Certificate Holder is authorized to use the UL Mark for the identified Product(s) manufactured at the production site(s) covered by the UL Test Report, in accordance with the terms of the Agreement. This Certificate is valid for the identified dates unless there is non-compliance with the Agreement.*

## GREENGUARD Certification Criteria for Furniture and Mattresses

Criteria	CAS Number	Maximum Allowable Predicted Concentration	Units
TVOC <sup>(A)</sup>	-	0.50	mg/m <sup>3</sup>
Formaldehyde	50-00-0	61.3 (50 ppb)	µg/m <sup>3</sup>
Total Aldehydes <sup>(B)</sup>	-	0.10	ppm
4-Phenylcyclohexene	4994-16-5	6.5	µg/m <sup>3</sup>
Individual VOCs <sup>(C)</sup>	-	1/10th TLV	-

- (A) Defined to be the total response of measured VOCs falling within the C<sub>6</sub> – C<sub>16</sub> range, with responses calibrated to a toluene surrogate.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GCMS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Allowable levels for chemicals not listed are derived from 1/10th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).



# CERTIFICATE OF COMPLIANCE



## Evans Consoles Corporation Tech Tables

Restrictions: No Fabric Panel Options

11194-410

Certificate Number

04/05/2010 - 04/05/2022

Certificate Period

Certified

Status

UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings

Commercial furniture and furnishings are tested in accordance with ANSI/BIFMA M7.1-2011(R2016) and determined to comply with ANSI/BIFMA X7.1-2011(R2016) and ANSI/BIFMA e3-2014e Credit 7.6.1 in an Open Plan Office environment.

Products tested in accordance with UL 2821 test method to show compliance to emission limits in UL 2818, Section 7.1.



*UL investigated representative samples of the identified Product(s) to the identified Standard(s) or other requirements in accordance with the agreements and any applicable program service terms in place between UL and the Certificate Holder (collectively "Agreement"). The Certificate Holder is authorized to use the UL Mark for the identified Product(s) manufactured at the production site(s) covered by the UL Test Report, in accordance with the terms of the Agreement. This Certificate is valid for the identified dates unless there is non-compliance with the Agreement.*

## GREENGUARD Certification Criteria for Furniture and Mattresses

Criteria	CAS Number	Maximum Allowable Predicted Concentration	Units
TVOC <sup>(A)</sup>	-	0.50	mg/m <sup>3</sup>
Formaldehyde	50-00-0	61.3 (50 ppb)	µg/m <sup>3</sup>
Total Aldehydes <sup>(B)</sup>	-	0.10	ppm
4-Phenylcyclohexene	4994-16-5	6.5	µg/m <sup>3</sup>
Individual VOCs <sup>(C)</sup>	-	1/10th TLV	-

- (A) Defined to be the total response of measured VOCs falling within the C<sub>6</sub> – C<sub>16</sub> range, with responses calibrated to a toluene surrogate.
- (B) The sum of all measured normal aldehydes from formaldehyde through nonanal, plus benzaldehyde, individually calibrated to a compound specific standard. Heptanal through nonanal are measured via TD/GCMS analysis and the remaining aldehydes are measured using HPLC/UV analysis.
- (C) Allowable levels for chemicals not listed are derived from 1/10th of the Threshold Limit Value (TLV) industrial work place standard (Reference: American Conference of Government Industrial Hygienists, 6500 Glenway, Building D-7, and Cincinnati, OH 45211-4438).





# CERTIFICATE OF REGISTRATION

This is to certify that

## Evans Consoles Corporation

1616 - 27 Avenue NE, Calgary, Alberta T2E 8W4 Canada

operates an

## Environmental Management System

which complies with the requirements of

## ISO 14001:2015

for the following scope of certification

**The environmental management system for the control of risks associated with the design and manufacturing (wood and metal fabrication and assembly) of consoles & millwork solutions and customer service for mission critical and technology intensive environments.**

Certificate No.: CERT-0144317  
File No.: 801558  
Issue Date: September 3, 2021

Original Certification Date: February 25, 2021  
Certification Effective Date: November 17, 2021  
Certificate Expiry Date: November 16, 2024

Frank Camasta  
Global Head of Technical Services  
SAI Global Assurance



Registered by:  
QMI-SAI Canada Limited (SAI Global), 20 Carlson Court, Suite 200, Toronto, Ontario M9W 7K6 Canada. This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property of SAI Global and must be returned to them upon request.  
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register:  
[https://www.saiglobal.com/en-us/assurance/auditing\\_and\\_certification/certification\\_registry/](https://www.saiglobal.com/en-us/assurance/auditing_and_certification/certification_registry/)





# CERTIFICATE OF REGISTRATION

This is to certify that

## Evans Consoles Corporation

1616 - 27 Avenue NE, Calgary, Alberta T2E 8W4 Canada

operates an

## Occupational Health & Safety Management System

which complies with the requirements of

## ISO 45001:2018

for the following scope of certification

**The health and safety management system for the control of risks associated with the design and manufacturing (wood and metal fabrication and assembly) of consoles & millwork solutions and customer service for mission critical and technology intensive environments.**

Certificate No.: CERT-0137981  
File No.: 801558  
Issue Date: February 26, 2021

Original Certification Date: February 25, 2021  
Certification Effective Date: February 25, 2021  
Certificate Expiry Date: September 9, 2023

Frank Camasta  
Global Head of Technical Services  
SAI Global Assurance



ISO 45001



[WWW.JAS-ANZ.ORG/REGISTER](http://WWW.JAS-ANZ.ORG/REGISTER)

Registered by:  
QMI-SAI Canada Limited (SAI Global), 20 Carlson Court, Suite 200, Toronto, Ontario M9W 7K6 Canada. This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property of SAI Global and must be returned to them upon request.  
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register:  
[https://www.saiglobal.com/en-us/assurance/auditing\\_and\\_certification/certification\\_registry/](https://www.saiglobal.com/en-us/assurance/auditing_and_certification/certification_registry/)







# CERTIFICATE OF REGISTRATION

This is to certify that

## Evans Consoles Corporation

1616 - 27 Avenue NE, Calgary, Alberta, T2E 8W4, Canada

operates a

## Quality Management System

which complies with the requirements of

## ISO 9001:2015

for the following scope of certification

**The quality management system for the design and manufacturing of consoles & millwork solutions and customer service for mission critical and technology intensive environments.**

Certificate No.: CERT-0143972  
File No.: 801558  
Issue Date: August 6, 2021

Original Certification Date: February 25, 2021  
Certification Effective Date: August 11, 2021  
Certificate Expiry Date: August 10, 2024

Frank Camasta  
Global Head of Technical Services  
SAI Global Assurance



ISO 9001



Registered by:  
QMI-SAI Canada Limited (SAI Global), 20 Carlson Court, Suite 200, Toronto, Ontario M9W 7K6 Canada. This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property of SAI Global and must be returned to them upon request.  
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register.  
[https://www.saiglobal.com/en-us/assurance/auditing\\_and\\_certification/certification\\_registry/](https://www.saiglobal.com/en-us/assurance/auditing_and_certification/certification_registry/)

 **SAI GLOBAL**  
INFORM. INSPIRE. IMPROVE.

*SCS Global Services does hereby certify that an independent audit has been completed and conformity to the applicable standard(s) has been confirmed for:*

# Evans Consoles

1616 27th Ave. N.E., Calgary, AB T2E 8W4, Canada

**This single-site certificate covers the production of custom furniture using the transfer system.**

The facility(s) are hereby Chain of Custody certified to sell products as:

## FSC Mix

The assessment has been conducted by SCS Global Services in accordance with the protocols of the Forest Stewardship Council® A.C. (FSC®).

FSC Standard: FSC-STD-40-004 V3-0; FSC-STD-50-001 V2-0

Certificate Code: SCS-COC-005174 Trademark License Code: FSC-C124220

Valid from: 3 February 2020 Expiry date: 2 February 2025

This certificate itself does not constitute evidence that a particular product supplied by the certificate holder is FSC-certified (or FSC Controlled Wood where applicable). Products offered, shipped or sold by the certificate holder can only be considered covered by the scope of this certificate when the required FSC claim is clearly stated on sales and delivery documents. The scope of this certificate is considered accurate on the date of issuance. The current validity and scope, including the full list of products, shall be verified on <http://foi.scs.org>. The certificate shall remain the property of SCS, and this certificate and all copies or reproductions of this certificate shall be returned to SCS immediately upon request. Where a certificate covers more than one site, the covered products and processes/activities are performed by the network of Participating Sites, and not necessarily by each of them.



The mark of  
responsible forestry



**SCS** global  
SERVICES

A handwritten signature in black ink, appearing to read "Sarah Harris".

Sarah Harris, Managing Director  
SCS Global Services  
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Control Room Console Solutions categories. List all categories along with manufacturer that you are responding with:

### 1. Console Workstations – Manufacturer - Evans Consoles

Evans' clients benefit from our 40+ year history of designing, manufacturing and installing console solutions. Evans is focused exclusively on command and control center solutions, and we build our consoles to the very highest quality, fit, finish, aesthetic, ergonomic, safety and reliability standards. Our multitude of console products allow us to meet different operational needs and provide solutions for every size and shape of control room.

- Designed for 24/7/365, fast-paced, technologically-intensive use within mission critical environments, our consoles provide maximum operator comfort when considering placement of telephone, data and voice communication equipment, monitors, keyboards, mice, etc., and can accommodate the widest range of users: 5th percentile female to 95th percentile male.
- The design addresses the functional, ergonomic, and aesthetic requirements of the working environment, while complying with accepted human factor design principles and standards for viewing distance, angles, keyboard height, knee-well space, etc.
- The consoles will be designed to allow operators to simultaneously view any wall-mounted central screens in the control room and they will provide ample workspace with a minimum desk footprint.

#### MODULAR AND RECONFIGURABLE FRAMES

- The consoles are modular in design for ease of reconfiguration and upgrading to allow to maintain your investment as business and technology needs change over time.
- The frame construction consists of vertical and horizontal structural components. In addition to providing structure, the frame also has functional elements, such as cable management, cable access, equipment storage and ventilation mounting. This is the basic building block from which the rest of the console layout is generated.
- The console structure is designed using a metal (cold-rolled steel and/or aluminum) frame construction. The frame is designed in such a way to allow:
  - Maximum structural support for the overall console unit.
  - Integration and flexibility for equipment mounting.
  - Easy modification of the dimensions of the frame and the overall console footprint.
  - Dimensional modification in any direction, thus allowing maximum flexibility.

The lower equipment storage bays are designed to allow cool ambient air to enter through the clearance between the doors and the control room floor. The air is then naturally circulated and will naturally rise. Heat is then dissipated through the perforated top cover of the base unit.

Evans' experience has shown that passive ventilation is sufficient to maintain the appropriate temperature within the lower equipment storage bays. Should the heat requirements change, a forced dissipation option can be added to the console. This is done by placing ventilation fans in the upper lateral frame, either prior to delivery or on-site as a simple retrofit.

#### WORK SURFACES AND PANELS/DOORS

- Evans uses a premium-industrial, minimum 1¼" thick, 45 lb. /ft<sup>3</sup> high-density engineered composite wood core product for the construction of our consoles.
- All work surfaces, end panels and lower/intermediate panels are finished in High Pressure Laminate (HPL) on the both the topside and the underside of the work surface.
- The particleboard conforms to American Society of Testing and Materials Fire Test Method E-84 flame spread rating (Class 3).
- EVANS can also supply a wood core product that conforms to American Society of Testing and Materials Fire Test Method E-84 (Class 1/A).

#### WORK SURFACE NOSING/EDGING

Evans is offering our patented, field-replaceable, soft polyurethane waterfall nosing as part of the console solution. The advantages of our nosing system include:

- The shallow angle between the nosing and the work surface limits pressure on operators' arms and wrists, which helps to reduce the risk of repetitive strain injury.
- The nosing is replaceable in the field without the need to replace or remove the entire work surface. If the nosing suffers any damage it can easily be repaired or replaced in sections, which is inexpensive and easy to do, is far less disruptive, and always maintains a professional appearance.

#### ELECTRICAL COMPONENTS

##### Power Bars/Power Strips

- Power bars/power strips should be connected directly to the building power (via a junction box in the floor, etc.), and should not be daisy-chained together.
- Depending on the layout of the console in the control room, power bars/power strips will be placed within the slat wall system or underneath the work surface, and in the lower equipment storage bays.

#### WORK SURFACE POWER AND DATA GROMMETS

- Power and data grommets are useful tools to allow quick access to power and data for a variety of convenience accessories (laptops, cell phones, etc.).
- Power and data grommets can be placed on the work surface of consoles and/or millwork storage units or in the slat wall.

- The individual inserts can support an almost unlimited configuration from two (2) ports to eight (8) ports, and the individual ports can often be reconfigured if technology needs change.

#### CABLE AND WIRE MANAGEMENT AND EQUIPMENT STORAGE

- The consoles feature an integrated cable management system to help organize power and data cables that has been designed to accommodate current and future requirements.
- Separated cable and wire management channels (cable raceways) keep power, data, and ground cabling separated.
- The cable raceways are continuous throughout the entire console layout, thus allowing uninterrupted cable management.
- The base structure of the consoles will have lateral cable raceways; the transition from the base to the work surface will have vertical cable raceways; and the work surface will have lateral cable raceway(s).
- Cables running to any devices on work surface are routed through a flexible, protected energy chain (E-chain) that protects cables and wires as the work surface is raised and lowered by the operators (for consoles with sit-stand functionality.)

## 2. Monitor Support Arms – Manufacturer - Evans Consoles

### A. E-ARM



The Evans E-Arm has been designed to adapt to the unique demands of 24/7 technology intensive operating environments. EVANS E-Arm has been engineered to support the increasingly larger screen requirements of today's mission-critical operations. The E-Arm's real strength is not just in its durability and capacity to support your equipment, but that it locks into position to meet each users' individual needs. E-Arm offers a quick mount technology for easy installation that doesn't sacrifice strength and flexibility.

- Easily position your monitor for maximum comfort and productivity
- Smooth arm extends up to 21.87" (555mm) extension range
- Rotate 360° at pivot
- Depth from the wall (stowed depth) to 5.84" (148.5mm)
- Tilt adjustment allows flat panel displays tilted up to +/-60°

- Compatible with VESA 75/100 mounting standards
- Quick Release VESA Plate provides for fast, secure connection and removal of displays

## B. UNITY ARM



Engineered for performance, comfort, flexibility, and durability, Unity Arm offers the pinnacle in visual data presentation. The electronic motors offer programmable height and focal depth settings via the EnviroLinc touch control interface for ease of use. Adjust the height and angle of the monitor array in a countless number of configurations with a simple touch of a button. With the Unity Arm, the system is designed to maintain the viewing angle as it is raised or lowered, and the controls are flush mounted to the work surface to avoid accidental adjustments.

Users will appreciate the high quality, precision glide system, available in both manual and electronic control options. And it comes with enhanced integrated cable management and power distribution hub allowing for streamlined cable routing to your display monitors. How Unity Arm Can Help your Organization:

- Easily positions for maximum comfort and productivity
- Conducive to modern design aesthetics
- Enhanced cable access, capacity and cable management
- Electronic and manual height and depth motion options aid in ergonomics
- Quick release plate allows for quick connections and removals

### 3. Task Lights – Supplier - Koncept Inc.

Evans is a proud supplier of Koncept tasklights.

### 4. Complimentary Millwork Storage – Manufacturer - Evans Consoles

Our wide array of custom cabinetry, credenzas, tables, and worksurfaces complements anything our clients require to ensure a complete control room solution. Our craftsmen are true masters of woodworking, and as such, ensure matching custom millwork is of the highest quality while adding unparalleled user functionality.

## 5. Desktop Electrical Turret Panels – Manufacturer - Evans Consoles

Evans has the capability to integrate customer electrical requirements into a custom made turret.

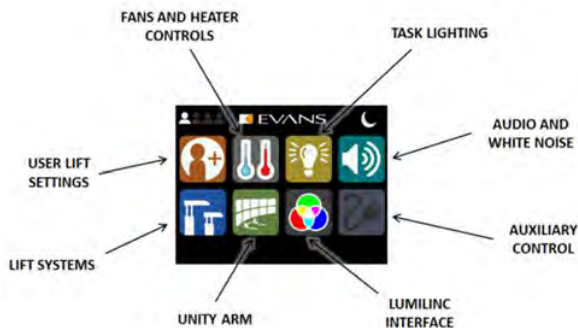


## 6. Personal Environment Systems – EnviroLinc by Evans Consoles

EVANS' EnviroLinc™ environmental control system offers customizable comfort for control room operators.

The moveable touch screen unit allows operators to control the following functions:

- Heat: A forced air heater or a radiant heat panel.
- Light: Dimmable task lighting, pathway strips, under-counter effect lighting, etc.
- Height: Independent lift column control for the monitor platform and the keyboard platform.
- Air: Two fans that can be placed to best suit the ergonomic requirements of each operator.
- Sound: Built-in white noise generator or an operator's personal sound device (external speakers are required for both options).
- UL Listed: The EnviroLinc™ system is UL listed for use in the United States and Canada.
- Auxiliary Port: The touchpad features auxiliary inputs that can be used for music devices and other comforts.
- Sleep Mode: Automatically turns-off energy consuming items after a user-selected interval.

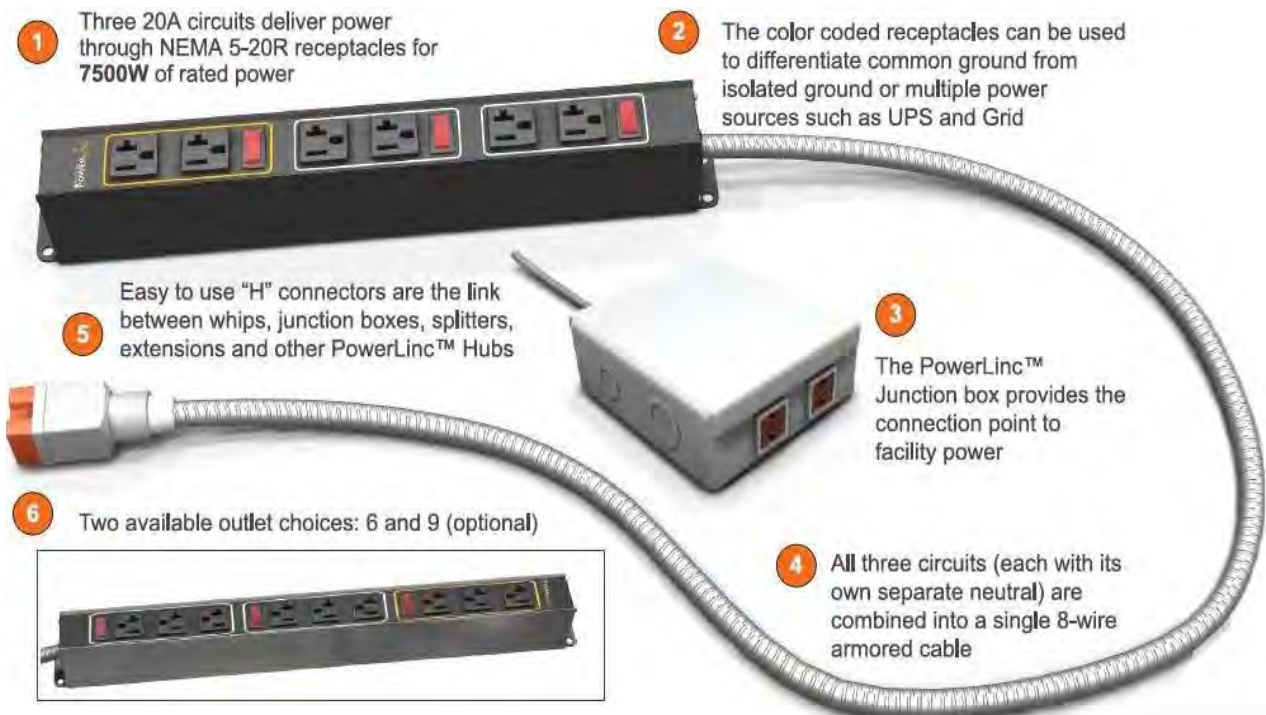


## 7. Unique equipment:

### A. Evans PowerLinc System- Manufacturer - Evans Consoles

PowerLinc™ is a patented manufactured wiring system that delivers high power where it is needed. Each system can provide three 20 Amp circuits while maximizing flexibility and reducing electrical contractor costs. Whether in the console or the sub-floor, PowerLinc's combination of extruded metal casings and armored cables provide the strength needed to withstand 24/7 critical environments.

- PowerLinc™ Hubs can be linked together and mounted to the frame, in either a vertical or horizontal position, providing maximum placement flexibility within the console.
- A junction box can be mounted on either end of the console, or a whip/starter cable can be used to further increase cabinet space.
- Time and Cost Savings: The time needed for electrical contractors is significantly reduced with the 'plug and play' functionality.
- LSZH Materials: PowerLinc™ materials are low-smoke, zero-halogen (LSZH).
- Modular Components: The patented 'H' connectors enable PowerLinc™ to adapt to console re-configuration as technology changes over time.
- Multiple Power Sources: Three (3) independent neutrals allow for up to three (3) separate power sources (Grid, UPS1, UPS2) in one (1) armored cable.
- Sizing Options: The PowerLinc™ Hub is available in two sizes: 6-outlet (standard) or 9-outlet (optional). Extension cables are available in almost any length to satisfy on-site requirements.

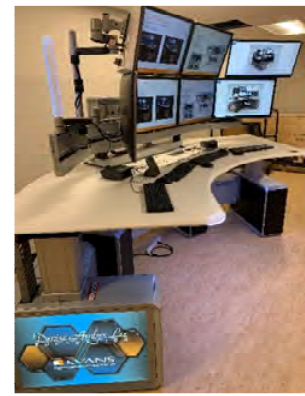




## B. LumiLinc Alarm Management System

Evans' LumiLinc™ is a visual alarm management system that takes situational awareness to a new level by bringing style and sophistication to monitoring systems:

- LumiLinc™ provides an illuminated display that permits every operator in a control room to quickly ascertain the status of their team, or of the entire facility.
- Varying levels of alarm are easily identified 'at a glance', which provides a clear picture of activity and status at all times.
- The large alarm display panels are unobtrusive during normal operations but provide prominent visual alerts in upset or emergency scenarios.
- Activate alarms through the on-screen digital interface, or integrate LumiLinc™ with your existing systems.
- The LumiLinc™ system offers personalized branding and logos, and seamless integration with the console design.



## C. Desktop & Slatwall Power/Data grommets – Supplier - Byrne Electrical Specialists

- Power and data grommets are useful tools to allow quick access to power and data for a variety of convenience accessories (laptops, cell phones, etc.).
- Power and data grommets can be placed on the work surface of consoles and/or millwork storage units or in the slat wall.
- The individual inserts can support an almost unlimited configuration from two (2) ports to eight (8) ports, and the individual ports can often be reconfigured if technology needs change.



## 8. 24/7 Operator Chairs – IronHorse and Concept Chairs

Evans Consoles is a proud supplier of both IronHorse and Concept seating.

## 9. Delivery – Evans Global Logistics

Evans has its own fleet of trucks. Evans will ship the consoles by blanket wrapping and/or open crating to ensure that the finished product arrives undamaged. The consoles will be shipped on a dedicated air-ride truck and will be delivered directly to the client's facility. Evans will confirm the delivery instructions and schedule with the client prior to packaging and shipping.

Due the customization of Evans Products the estimated delivery time ARO is 8-10 weeks, depending on the size of the project. Expedited delivery can be requested.



## 10. Installation – Evans Certified Installations

Evans certified installation professionals are highly trained and have clearances to some of the most important facilities in the world. In addition to industry certifications and standards, we created our own EVANS Certified Installer Training that was designed by Evans to familiarize installers with our product, install our products with complete accuracy, and troubleshoot on-site issues quickly and effectively. Our installers adhere to all safety regulations and standards, ensuring a safe installation for everyone involved.

In addition to installations, our installers are experts in reconfigurations, relocations, removals/decommissions, and most importantly – providing outstanding customer service on every project.

## Tab 8 – Value Added Products and Services

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- ◆ 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.

### 1. Evans Care

Evans is proud to offer our optional preventative maintenance and console cleaning service through EvansCare. We know you are making a significant investment in your control room, and EvansCare will extend the life of your consoles and maximize the performance of your technology.

Preventative maintenance and cleaning involves console inspection and preventive maintenance services such as hinge adjustments, tightening screws, leveling, and minor touch-ups will be performed; ensuring that the consoles function at their optimum level of performance. Extensive cleaning is performed on-site while the dispatch center stays live simultaneously with the preventative maintenance services. This service is conducted in as quiet as possible manner using vacuums modified with mufflers and grade 5 HEPA filters. All keyboards, monitors, mice, and computers (outside case only) units cleaned and wiped down with specialty cleaners. Low scent cleaning products are used to avoid disruption of the dispatch center with harsh chemical smells and odors.

Wire management is also offered at an additional cost if needed. This service includes lengthening and shortening of wires as necessary to ensure the console can function properly and efficiently. Other services offered at additional costs include cleaning under raised flooring, acoustic panel cleaning, steam cleaning of chairs, and cleaning of overhead lighting.

EvansCare is dedicated to ensuring that your entire center is a clean healthy environment and equipment and furniture is working as efficiently as possible.

### 2. Turnkey Solutions

Turnkey Construction Services (TKS) are offered to those customers that would like to have a complete TKS approach to their project execution. Each TKS project and client is very different and some of the areas in which we offer this value-added approach include: Design, Project Management, Electrical Services, Data and Telecommunications Cabling, Electronic and Communications Equipment, Lighting, Acoustic Panels and Suspended Ceilings, Flooring, Drywall/Gypsum Board Construction, Plumbing, Demolition and Generation Construction, Waste Removal and Disposal, 24/7 Ergonomic Chairs, Provision of Miscellaneous Technical Furnishings, and other Finishing.

Evans has a unique understanding of the issues and the benefits of scheduling and managing all control room design and construction services under one plan and a single point-of-contact.

a. Raised Access Flooring

Evans represents multiple manufacturers of Raised Access Flooring, and we match the correct product to the specific mission requirement.

- Adjustable heights
- Low profile solutions starting at 1.6"
- Custom power and data integration
- Under floor cooling solutions



b. Architectural Walls

Our walls are pre-engineered, pre-manufactured and are the most adaptable in the industry. Our walls have both aesthetic and functional agility. They are simple, expressive, parametric and sustainable – without looking movable.

- Fully Customizable and Modular.
- Optional Finishes – Acoustic, back-painted glass, laminate, etc.
- Significantly reduce construction cost.
- Able to integrate technology within wall (LED TV, cable mgmt, power, etc.).
- LEED Certified.



#### c. Acoustical Treatments

Uncontrolled noise is one of the primary concerns for many facilities. Our team of experts works closely with occupants of the facility to identify areas that need to be addressed and controlled. Solutions are provided based on mission requirements.

- Acoustic Ceiling Tiles
- Custom Ceiling Baffles
- Decorative Wall Panels
- White Noise Machines



#### d. Architectural Design Services

Evans' long history of providing console solutions, and our ability to span different markets, allows us to utilize the latest design trends in various industries and geographies, and apply them to each project.

Evans' design team is the largest in the control room design and manufacturing industry, and is comprised of over 50 designers and professional engineers. This team delivers expertise in fields integral to creating a control room solution for each client, including:

- Preliminary site assessments
- International standards and codes compliance
- Custom detail design
- Ergonomics, safety and rigorous product testing
- Technology and product integration
- Room layout and space planning
- 3D renderings and video tours
- Analysis of tasks, traffic flow and operator interactions
- Technology integration planning
- Detailed RoI analysis and budget planning
- Sightline analysis
- Development of programs for multiple sites

Our engineers and designers use leading industry software and tools, including:

- Revit: Architectural/engineering tool for 3D modeling of buildings, structures and construction projects.
- 3D Studio Max: Virtual models and 3D photo-realistic representational renderings.
- AutoDesk Inventor: 3D solid modeling.
- SnapDesign: Evans' powerful proprietary sales and design tool that allows fully interactive, accurate quoting for Sales, Dealers and Representatives.
- AutoCAD: 2D drawings and space planning.

e. Consulting Services

Designing a mission critical environment can be overwhelming. Most people design one or two control rooms in their career, but Evans designs over 90 per month. Putting this experience to work for you is the core focus of our Turnkey Solutions Consulting Service. This formal process utilizes the ISO 11064 standards while allowing flexibility to provide company specific reports utilizing your standards and practices.

Our holistic approach to capturing and understanding your requirements is what sets us apart. From the initial site survey to live cutover planning, risk mitigation and overall room design, the Evans TKS Consulting Team helps to ensure your environment is highly functional, ergonomically safe, attractive and durable, meeting current mission critical business requirements while being adaptable to future upgrades and expansions.

Evans has provided a wide-range of consulting and construction services to the following industries:

- Airports: Approach/ En Route & Tracon, Airline Ticket Counters, Baggage Drop-off; Rental Car Counters
- Process Control: Oil & Gas, Petrochemical, Manufacturing
- Public Safety: Traffic Control, 911 Dispatch Centers
- Medical: Treatment Centers, PACS Suites, Hospital Operations Centers
- Utilities: Electrical Transmission, Power Generation, Wastewater Management
- Government: Military, Security, Federal
- Commercial Banking: Branch Banks; Customer Lobbies; Financial Operations

### 3. Training

Evans' experience has shown that no two control room projects are the same, and each project will require a different level and type of training. Training on the operation of the consoles and the other control room elements typically includes the following:

- Safe operation of the control room consoles
- Safe use of the electronic sit-stand lift mechanisms and adjusting the pre-set memory positions
- Safety features of the consoles
- Use of the environmental control unit (lift columns, heat, light, air, etc.)

- Adjustment of items on the slat wall or slat rail system (Task Lights, Monitor Arms, LED Signal Tower, Organizational Tools, etc.)
- Access to the internal storage compartments within the consoles
- Adjustment of doors, hinges, slides, storage compartments, etc.
- Use of the internal cable management system
- Routine maintenance and cleaning of the consoles
- Use of and adjustment of Seating (Ergonomic Chairs)
- Access to and use of flooring system
- Access to and use of the Acoustical Drop Ceiling
- Use of Overhead Lighting
- Access to and use of Acoustical Wall Panels

Customized training programs can be tailored to meet the specific needs of an individual client.

## Tab 9 – Required Documents

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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum



## **Clean Air and Water Act & Debarment Notice**

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

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

Potential Vendor	<u>Evans Consoles Incororated</u>
Print Name	<u>Richard Game</u>
Address	<u>1577 Sprig Hill Road, Suite 110</u>
City, Sate, Zip	<u>Vienna, VA 22182</u>
Authorized signature	<u></u>
Date	<u>Nov. 15, 2021</u>

# **Contractor Requirements**

## **Contractor Certification Contractor's Employment Eligibility**

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

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

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

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

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

### **Fingerprint & Background Checks**

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

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

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

### **Business Operations in Sudan, Iran**

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

Authorized signature



Date

Nov. 15, 2021

## **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	<u>Evans Consoles Incorporated</u>
Address	<u>1577 Spring Hill Road, Suite 110</u>
City/State/Zip	<u>Vienna, VA 22182</u>
Telephone No.	<u>855-284-1129</u>
Fax No.	<u>855-667-9606</u>
Email address	<u>rgame@evansonline.com</u>
Printed name	<u>Richard Game</u>
Position with company	<u>Chief Operating Officer</u>
Authorized signature	<u></u>

## **Required Clauses for Federal Funds Certifications**

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

### **APPENDIX II TO 2 CFR PART 200**

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

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

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

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

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

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

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

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

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

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

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

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

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

# Required Clauses for Federal Assistance provided by FTA

## ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

## CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

#### **DISADVANTAGED BUSINESS PARTICIPATION**

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

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



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

### **ENERGY CONSERVATION REQUIREMENTS**

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

### **FEDERAL CHANGES**

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

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

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

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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

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

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

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

## **State Notice Addendum**

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

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

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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