

# 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 one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - ▶ Any/aU contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
    - ▶ Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - ▶ The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
  
- ◆ Tax Exempt Status
  - ▶ Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of

final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

◆ Indemnity

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

◆ Licenses and Duty to keep current licenses

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Cancellation for Non-Performance or Contractor Deficiency

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

◆ Open Records Policy

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

counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

- ◆ Cancellation for Conflict of Interest
  - Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.
  
- ◆ Registered Sex Offender Restriction
  - Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.
  
- ◆ Contract's Employment Eligibility
  - By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.
  
- ◆ Terrorism Country Divestments
  - Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.
  
- ◆ Fingerprint Checks
  - If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

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



# Process

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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(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation



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

# Evaluation Criteria

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

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

# Signature Form

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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 HB Mechanical Services, Inc.  
Address 20410 Old Sorters Road  
City/State/Zip Porter, TX 77365  
Telephone No. 281-354-3178  
Fax No. \_\_\_\_\_  
Email address lreed@hbmechanical.com  
Printed name Kevin Reed  
Position with company Vice President  
Authorized signature Kevin Reed

Digitally signed by Kevin Reed  
DN: cn=Kevin Reed, ou=Vice President, o=HB Mechanical Services, Inc.  
Date: 2020.07.22 11:18:42 -0500



## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of August 24, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and HB Mechanical Services, Inc. (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 24, 2020, referenced as Contract Number 02-89, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of HVAC Equipment, Installation, Service, & Related Products;

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

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

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

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

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

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

#### ◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

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

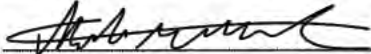
- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.



◆ General Provisions

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

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature:   
Date: August 24, 2020

**Vendor:** HB Mechanical Services, Inc.

Name: Kevin Reed  
Title: Vice President  
Address: 20410 Old Sorters Road  
Porter, TX 77365  
Signature: Kevin Reed  
Digitally signed by Kevin Reed  
DN: cn=Kevin Reed, o=HB Mechanical Services, Inc., email=kevin.reed@hbm.com,  
ou=HB Mechanical Services, Inc., c=US  
Date: 07/22/2020

## NCPA Registered Vendor Quotation Number

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

## NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at [www.ncpa.us](http://www.ncpa.us)

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

**\* Fill out and submit.**

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

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

Date 07/21/2020

RFP Number 17-20

Company Name HB Mechanical Services, Inc.

Printed Name Kevin Reed

Signature Kevin Reed

Digital signature by Kevin Reed  
DN: cn=Kevin Reed, o=HB Mechanical, ou=  
e=kevinreed@hbmec.com, c=US  
Date: 2020.07.23 11:11:47-0700

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

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

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

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

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

▪ Minority / Women Business Enterprise N/A

- Respondent Certifies that this firm is a M/WBE

▪ Historically Underutilized Business N/A

- Respondent Certifies that this firm is a HUB

◆ Residency

- Responding Company's principal place of business is in the city of Porter  
State of TX

◆ 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:

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

Other: Mechanical Services Contractor

◆ Processing Information

- Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

Contact Person: Christine Johns

Title: Account Exeuctive

Company: HB Mechanical Services, Inc.

Address: 20410 Old Sorters Road

City: Porter State: TX Zip: 77365

Phone: 281-354-3178 Email: accounting@hbmechanical.com

- Purchase Orders

Contact Person: Ian Underwood  
Title: Service Manager  
Company: HB Mechanical Services, Inc  
Address: 20410 Old Sorters Road  
City: Porter State: TX Zip: 77365  
Phone: 281-354-3178 Email: iunderwood@hbmechanical.com

- Sales and Marketing

Contact Person: Linsey Reed  
Title: Account Executive  
Company: HB Mechanical Services, Inc  
Address: 20410 Old Sorters Road  
City: Porter State: TX Zip: 77365  
Phone: 281-354-3178 Email: lreed@hbmechanical.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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**Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:**

**GENERAL:**

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



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

**PRODUCTS:**

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

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

**SERVICES:**

38. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.
40. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
41. Please describe the quality program(s) within your company which measures your service work.

42. List your company's standard scope of work performed for preventative maintenance visits.
43. List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually.
44. Describe your call center organization.
45. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?
46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
48. What technology such as GPS tracking does your company use to track completion of repairs?
49. What is the reputation of your company's service in the public marketplace?
50. How does your company spread the cost of a Preventative Maintenance contract over the entire year?
51. Identify the process of receiving a purchase order to the providing of a service contract.
52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.
53. List the number of sites your company currently monitors Energy Management Systems (EMS).

54. List your company capabilities regarding system changes and repairs to EMS systems.
55. List the reporting capabilities your company has for EMS system parameters.
56. Does your company maintain and repair/replace EMS in-house (self perform) including monitoring, alarm resolution, repairs and adjustments?
57. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?
58. Describe your company's startup and system checkout responsibilities
59. Describe your company's post-installation and warranty support
60. Describe your company's steps for system analysis.
61. Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?
62. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?
63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
64. Is warranty coverage dependent on using your start-up procedure?
65. Who performs your start-up procedure?
66. List the total dollar volume your company completes in HVAC retrofits annually.

67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
69. Describe what project scheduling tools your company use to track projects during construction.
70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
71. Describe how your company handles site development and project permitting process.
72. Describe you company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?
74. Describe your company's construction management plan.
75. What is your standard warranty on installation?
76. What is your standard warranty on energy retrofit contracting?
77. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
78. State whether your company provides a quality guarantee on your service. If so, please describe.

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

**SAFETY:**

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

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

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

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

**MARKETING/ SALES**

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

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

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

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

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



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

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

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

\$\_\_\_\_\_ in year one

\$\_\_\_\_\_ in year two

\$\_\_\_\_\_ in year three

### **ADMINISTRATION**

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

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

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

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

### **Green Initiatives**

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout

Region 14 ESC to [reduce our carbon footprint](#), reduce waste, promote energy conservation, ensure [efficient computing](#), and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

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

### **Vendor Certifications (if applicable)**

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

## **ANSWERS TO TAB-4 Vendor Profile**

### **GENERAL**

1. HB Mechanical Services, Inc.
2. David Sherrod established HB Mechanical Services Inc. in 2007 on the belief that if we take care of clients – business will take care of itself. We strive each day to provide service that is over the top, which delights our clients, separates us from our competitors, and supports the mission of the organizations we service. We strive to know our clients' business as well as our own. If we do our job correctly, we are an integral part of our clients' team.
3. Our D & B Number: 020737736
4. 20410 Old Sorters Road Porter, Texas 77365
5. Sales Staff – 4  
Service Technicians – 13  
Engineering Support – 2  
Project Management & Estimates – 4

6. HB Mechanical Services Inc. has one main office. Our Leadership Personnel are:

David Sherrod, President  
Kevin Reed, Vice-President  
Bob Munz, Director of Business Development, Sales Manager  
Manager  
Ian Underwood, Service Manager  
Richard Andre, Service Manager  
Joe Franqui, Service Writer  
Christine Johns, Department Head of Accounting  
Heather Warren- Office Manager

7. **Sales Bob Munz-** Bob Comes to HB Mechanical with a plethora of success in HVAC sales and technical knowledge. He will manage and oversee the success we have with the NCPA 2020 Contract

8. **Marketing: Linsey Reed, Jake Burros, Matt Guthrie, Brandon Gideon**  
**Financial Reporting: Christine Johns**

Christine Johns has over 20-years' experience in accounting and finance, with a strong knowledge of both cash and accrual accounting systems. She has experience in all aspects of financial forecasting, resource allocation, fund management, accounting and control. She attended Victoria Jr. College and University of Houston where she studied Accounting and Business.

**Executive Support: David Sherrod**

David Sherrod formed HB Mechanical Services, Inc. in 2007, specializing in health care and commercial markets. Mr. Sherrod has 14 years health care executive management experience with Baylor Health Care System, Shannon Medical Center, and Memorial Hermann Baptist Healthcare System. Previously, Mr. Sherrod led the health care divisions for both Johnson Controls and Trane. He holds a Bachelor of Science Degree in Electrical Engineering, has served on the board of Texas Association of Healthcare Facility Management and President of Houston Area Association for Hospital Engineers.

9. Net 30.

10. Our competition does not really exist because Customer Service is a cliché at many service companies. Not at HB Mechanical – it's the philosophy by which we manage our company. Customers are why we exist and service is how we interact with customers.

HB Mechanical Services was founded on the belief that if we take care of clients – business will take care of itself. We strive each day to provide service that is over the top, which delights our clients, separates us from our competitors, and supports the mission of the organizations we service. We strive to know our clients' business as well as our own. If we do our job correctly, we are an integral part of our clients' team.

Serving a client can seem simple on the surface, but it requires skills and talents that many fail to possess. It's not just asking questions, it's asking the right questions. It is not

just providing solutions, it's providing solutions that are practical and distinguish us from the rest.

Exceptional customer service is what grows our company. More than 70% of our clients have been with HB Mechanical Services more than six years. 96% of our clients have used HB Mechanical Services more than five times. Customer Service does not happen by accident.

***“There are no traffic jams along the extra mile.” – Roger Staubach***

*You will not find a company that is more committed to serving clients – it's our only focus as we travel that extra mile!*

13. HB Mechanical has a great reputation In the public marketplace especially in the Golden Triangle. That said, we do not have the right vehicle to negotiate business with public entities. Even though we utilize the bid and specification route to obtain business, we cannot control our destiny without a cooperative purchasing vehicle like NCPA. Once we have the contract, we can then use our existing relationships to leverage this contract.
14. We believe our strong local presence and the long term relationship developed over many years of conducting business will allow HB mechanical to utilize this contract to its fullest.
15. HB Mechanical proactively approaches safety through training, meetings and placing it as a priority for our management team. A healthy employee is a happy employee.
16. HB Mechanical, either presently or in the past, has not been involved in any litigation, bankruptcy, or reorganization.
17. Please see Reference Section TAB-6 that shows all of our past projects and current projects that help each customer with Entergy Savings.

**PRODUCTS:**

18. HB Mechanical does not represent any one particular manufacturer. Instead we have the ability to provide the entire vast arena of HVAC products. Because of HB Mechanical's reputation of fairness to all HVAC Manufacturers as well as our on-time payment for these products, we have the ability to receive the best pricing and service from these manufactures. Additionally, we can match the right product with the scope of a particular project in lieu of force feeding a one product fits all scenario.
19. HB Mechanical has relationships with a number of national providers of rental HVAC equipment as well as other vendors who can provide temporary cooling quickly and provide quality.
20. Equipment supplied submittal data, capacity charts and tables, Installation instructions, operation and maintenance manuals, and the manufacturer's recommendations for preventative maintenance.
21. When we receive a purchase order for any piece of equipment, we notify the project manager or sales person who provided the equipment quote. The purchase order is compared to the written HB Mechanical proposal to ensure that the same equipment, accessories, terms, etc. are provided. Once this is determined, the project manager contacts the equipment supplier and requests submittal data for review. If the data and the scope match, the project manager sends the final approved submittal to the customer for their approval. Once the approval documents are secured, the accounting department issues a purchase order to the equipment supplier and the equipment is placed on order. The estimated shipping information is communicated to the customer by our in-house administrator and an estimated delivery notification is sent to the customer. Once the notification of the shipment of the equipment is received, the project manager will then contact the customer, make sure delivery is properly arranged and then the equipment is received. All necessary equipment supplied submittal data, capacity charts and tables, installation instructions, operation and maintenance manuals, and the manufacturer's recommendations for preventative maintenance are provided to the customer. Any damage assessment is provided and coordinated with the equipment manufacturer.
22. We either e-mail or text information to the client if there is no material change in shipping times from the supplier we use. That said, if there are any issues we will either sit down with the client or telephone them.
23. As previously stated, if there is a materially changed delivery schedule that adversely affects the timeline of a given project, we immediately contact the client and advise them of the delay. We then strategize with the client on what are some of the solutions to the problem and contact the supplier to rectify the issue. With HB Mechanical's reputation in the marketplace, we have had shipments expedited on past projects by working closely with the manufacturer's representative to the satisfaction of our valuable clientele.
24. Many of our manufacturers have shipping notifications that we use to alert our clientele of any changes in the delivery or any updates. Depending on the length of time for delivery

as well as the critical nature of the equipment required on the project, we will provide adequate follow up on the shipment.

25. Since HB Mechanical is not a manufacturer of products, we rely on our suppliers to have the adequate stock of products to meet the needs of our projects.
26. Our chosen suppliers usually provide excellent on-time deliveries. We pride ourselves in vetting these suppliers so that we do not face many delivery challenges.
27. Again, HB Mechanical is not a manufacturer of products and we rely on our excellent suppliers to provide this information to pass on to our clientele.
28. Most, if not all, major pieces of equipment either are UL or ETL approved and must meet all state requirements. We will **not** provide any equipment that does not meet state EPA efficiency requirements as well as safety requirements.
29. We follow the manufacturer's warranty procedures and, if a repair is required either HB Mechanical will provide those repairs or we will supervise the manufacturer's technical representative with those repairs. However, if the damage is such that, the client feels a replacement is necessary in lieu of repairs, we will negotiate with the manufacturer to accomplish this. We will accomplish this repair or replacement in a timely matter so that this does not adversely affect the project completion.
30. Operational Excellence is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Operational Excellence are involved, the skillset also includes tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers and our employees.

A Quick Ship Option provides shorter delivery leads for time critical jobs such as replacement or "fast-track" jobs with tight construction cycles.

If there is a need to have cooling equipment available in a quick time frame, either for a specific fast-track project, replacement, retrofit job or emergency breakdown, many of our premier manufacturers have an extensive stock of air-cooled and water-cooled chillers, rooftops, ducted split systems to suit the client's needs for immediate delivery.

31. HB Mechanical has adopted the mantra of "No bad jobs". This business mindset is prevalent throughout HB Mechanical, from the office to the field.

Our approach to each customer is unique in that we are interested in creating a customer for life rather than selling widgets. That ensures we set expectations with the customer and work to meet or exceed those expectations. Product warranties are in place to make sure the quality is met.



31. Quality metrics are measured at all levels, including factory metrics, aftermarket metrics and major quality problems.
32. Yes. Extended parts & labor up to 10 years, delayed start-up also available.  
A customer will receive a standard 12/18 warranty on new equipment (basically a parts only warranty). But based on the NCPA contract terms, all of our manufacturers will be required to provide one year parts and labor warranties.
33. HB Mechanical offers extended warranties up to 5 years on certain equipment purchase
34. One year from date of purchase is standard, additional extended warranties are available for purchase. But based on the NCPA contract terms, all of our manufacturers will be required to provide one year parts and labor warranties.
35. One year from date of purchase is standard, additional extended warranties are available for purchase. But based on the NCPA contract terms, all of our manufacturers will be required to provide one year parts and labor warranties.
36. All warranty parts orders are linked in a warranty database to specific serial numbers. In addition, if labor is requested for the repair, this data is also linked in the same database to the unit serial number.
37. Just Texas and Louisiana.

**SERVICES:**

38. HB Mechanical's Customer Service Dept. is open 24 hours a day. We are a Service Company and not a parts supplier.
39. HB Mechanical Services provides service 24 hours a day, seven days a week (24/7).  
During after hours, we use a call center to support emergency service requirements. Our answering service will directly contact our on-call technician, who will typically respond back to the customer via telephone in less than 30 minutes.
40. The HB Mechanical Service team has a history of providing timely service and problem resolution to our customer base. Our factory-trained technicians are highly skilled at providing 24/7 emergency repairs, planned maintenance, repair services, full turnkey upgrades and temporary cooling solutions for our diverse customer base.

41. Currently, HB Mechanical Service team has several key performance indicators (KPIs) in place that enable us to measure the promptness and reliability of our service team's work. These KPIs give us insight into the speed and quality of our repair services which allows us to make constant and continuous improvements to our service performance.
42. HB Mechanical Service provides customized preventative maintenance solutions to our customers. These solutions are designed based on the equipment type, the customer's requirements and the system design. Our maintenance offers can include comprehensive maintenance (all parts and labor), predictive maintenance, inspection maintenance and remote maintenance.
43. 6-7 Million Annually
44. All service requests are handled at the local level by our local service teams. This local service support is available on a 24/7 basis.
45. Our service center has a dedicated toll-free telephone number for placing service orders. Our service center is available for any service requirement on a 24/7 basis.
46. For emergency service calls during our normal business hours, HB Mechanical service coordinators review and prioritize each emergency request. Prioritizing these calls is based on the nature of the call and the site conditions (e.g., life-safety issues, calls from hospitals or data centers). Our service coordinators then review each emergency service request with our operations team so we can accurately match the skill set required for the job with the appropriate need. In an after-hours emergency call situation, our live, local call center will contact the main on-call technician. If the call center cannot reach the on-call technician within 10-15 minutes, it will contact the alternative on-call technician or the technician supervisor. If there is no response from the supervisor, we escalate the emergency call to the service manager to address the call emergency.
47. Since our Field Technicians are connected to the Service Center via hand-held devices and all Service Calls are scheduled and processed in real time, the time frame associated truly depends on the customer's desired response time. When a Service Call is completed, the Technician will be able to email a work order/invoice to the Customer's attention / to Customer's designated Contact person / Accounts Payable immediately. The Customer will also have access to a Portal, where with a Username / Password, they will be able to access all account activity / work orders / invoices and all other data related to their Agreement / Account.

48. HB Mechanical uses Fleet Locate by Spireon as a GPS tracking tool. It monitors locations, speed, when the vehicle is stopped etc.
49. Exceptional customer service is what grows our company. A testament to our reputation is customer retention and customer loyalty. More than 70% of our clients have been with HB Mechanical Services more than six years. 96% of our clients have used HB Mechanical Services more than five times. Customer Service does not happen by accident.
50. HB Mechanical Service accounts for any costs associated with a preventative maintenance contract in the month in which the service occurred. Services are reported on a monthly basis.
51. Generally, requirements are discussed prior to the presentation of a proposal. Once the proposal is accepted and a purchase order is received, the scope of the agreement is reviewed with the assigned technician and a mutually acceptable schedule for inspections is established.
52. Generally, HB Mechanical does not monitor energy management systems (EMS) directly; we rely on our partner-Siemens. HB Mechanical will maintain HVAC equipment and/or systems. If there is an issue associated with the EMS, HB Mechanical will reach out to the highest-level technical support available, as necessary.
53. We monitor Christus Health Hospital- Beaumont, Tx, UTMB Galveston, Kingwood Medical Center- Kingwood, Tx for a few
54. Another service that is available is hot and cold call response. With this we receive a call from a customer stating that a specific area is hot/cold. We call up the system and adjust the set point for the area or the AHU controlling the area and alleviate the customer comfort complaint. If we find that the area in question has a mechanical problem we will issue a service call and send a technician.
55. When monitoring an EMS system for a customer the reporting capabilities are VIA Email, Text or printing the report from the computer.

56. HB Mechanical Services does not manufacture EMS systems. However, one of our service specialties is being a certified Siemens contractor for maintenance and repair of EMS systems.
57. HB Mechanical Services staff is trained to trouble shoot and repair the EMS systems. The repair gets escalated through the Customer Care Center staff.
58. We send a factory-certified technician to perform a factory start-up of new equipment. This includes working with other trades (e.g., electrical, piping, controls contractors) to assure proper electrical and piping connections, verification of voltages and water flows, and other details. The technician starts up and logs the machine, making note of operating characteristics at varying load conditions. The technician also performs cursory overview training on the proper operation of the unit for designated customer personnel.
59. HB Mechanical Services post-installation and warranty support is provided by our service support team. During the final project close-out and customer satisfaction meeting, we produce a project information binder for the customer. One tab in our notebook includes the warranties for the project in written form. The warranty start dates begin either with the equipment start-up or the project completion notice unless otherwise defined in our contract.

After close-out, the project is transitioned to the warranty period. HB Mechanical Services opens up a service call in our business systems to clearly outline when the warranties begin and end as well as the extent of coverage for the project Equipment, materials and labor, as defined and agreed to in our contract with the customer.

Our service coordinators are the main point of contact for customer warranties and during the project close-out meeting, we give our warranty support phone number, email and contact names to the customer. We review the process for warranty claims with our customer contacts which include a phone call to our service coordinator. Our service coordinator contacts the Equipment warranty administrator and the representative for the installed equipment, as well as scheduling and dispatching our technicians for providing the warranty services requested. The technicians communicate the status of any warranty-related items to the customer. If the requested deficiency is regarding the subcontractor-provided material, equipment or a workmanship-related item, we proceed immediately with repairs or adjustments. We complete a service ticket upon completion and leave a copy of the service report with our customer contact. If our technicians find the requested item is not within the scope of our project, we notify the customer and discuss the issue with them.

We are very client-centric and customer satisfaction is very important to us. We normally err on the side of customer satisfaction for items that cannot be agreed on with the customer. We want our customers to think of us and call us for service because they remember receiving outstanding service from our team.

60. HB Mechanical's professionals analyze facilities with existing systems. HB Mechanical forms a team that typically consists of our local manufacturer's representative and our service representative. For larger projects and systems, the team can be expanded to include engineering support. The members of the team, along with the owner's representative, analyze the system and collectively formulate a solution
61. HB Mechanical uses multiple computer systems and software packages to provide customer support. Our field technicians will be connected to our Service Center via hand-held devices and all service calls will be scheduled and processed in real time. The field hand-held devices will be in communication with all of HB Mechanical's business process systems. Data from field service work orders will be downloaded to these business process systems for invoicing, cost accounting/maintenance record keeping, etc.
62. All field generated quotations and resulting invoices are generated in real time and all company financial systems capture the information and status (in progress/completed/incomplete) from each Technician on every Service call or Maintenance Agreement task as it happens.
63. All start-up technicians have been thoroughly factory trained on the proper start-up and operating procedures for the specific type of machine. This is accomplished with formal classroom and hands-on training at factory schools. These technicians are also supported by their local supervisory staff. This assures that any issue can be identified and addressed properly and completely.
64. Yes. The start-up documents must be completed with signatures and dated for determination of the effective warranty-period dates. It is the customer owner's responsibility to complete and return the registration and start-up forms accompanying the product to the manufacturer within ten days of the original start-up. If this is not done, the ship date and the start-up date will be deemed the same for the warranty- period determination and such warranties will expire 12 months from that date.
65. Our factory-trained and highly skilled service technicians are qualified in each specific product and handle the start-up procedures unless, as part of the standard process to cover their warranty, the manufacturer's service technician.

67. Architecture and engineering services (all disciplines); electrical construction; general construction; plumbing; piping; sheet metal; roofing; fire alarm and fire protection; access control and security; safety, rigging and crane; asphalt and concrete work; structural steel and reinforcement; vibration control; seismic analysis and reinforcement; temporary power with HVAC; HVAC thermal-loads analysis, testing and balancing; commissioning, controls and programming; indoor air-quality analysis; ventilation analysis; and redundancy analysis.

In addition, we also provide infrared thermography; predictive maintenance; preventative maintenance; HVAC service and repair; energy retrofits; measurement and verification; performance monitoring and alarm notification; performance reporting; energy analysis; O&M program assessment and recommendations; asset management and financial analysis for total cost of operations or lifecycle cost-analysis; and other services.

68. HB Mechanical typically performs an assessment for all of the units included in the program regarding condition, useful life, nature of the spaces served and customer priority, upcoming or predicted major repairs or services, and then works with the team to prioritize the recommended replacements given available capital funding.

We are flexible with the implementation for projects with funding plans and can offer fixed pricing for a given time frame, if needed. Otherwise, we can help to establish budget values for a future lump-sum proposal for the determined scope of professional services and resultant construction and service work.

69. HB Mechanical normally uses Microsoft Excel for less complex projects and Microsoft Project for more complex projects. We have templates for common equipment replacement and energy retrofits that our project managers use to create a schedule that meets each customer's needs for the level of detail and accounts for service interruptions typically encountered with equipment-replacement work.

70. Our customers complete a written survey to determine if the existing unit has satisfied their demands for heating, cooling and ventilation, and whether they have any "hot" or "cold" issues or have noticed unusual smells. HB Mechanical then asks the customer about any future plans they have for remodeling or renovations that may affect the proposed scope of work. For a unit being considered for replacement or retrofit, HB Mechanical recommends that the customer consider a load analysis to ensure that the recommended equipment and system retrofits have the capacity to meet current loads and code requirements for ventilation. If determined to be necessary, HB Mechanical gathers and analyzes the most recent testing and balancing reports, or a system commissioning report, to help uncover issues with unit capacity or occupant comfort, load deficiency or

other ventilation-related issues. We typically ask the customer if they have any preferences for equipment manufacturers, configurations, motors and drives, and any other equipment-specific requirements or wants.

After evaluation of available options open to the customer and their situation, HB Mechanical makes recommendations for equipment types, energy sources, accessories and other elements that we feel help meet the customer's requirements and requests. After discussion and reaching an agreement, the customer confirms the equipment to be used in the project. After this, we generate submittals either for records purposes or for internal customer review and approvals, as the customer's internal processes dictates.

71. HB Mechanical does not perform traditional site development and does not obtain project permits for new construction. To clarify, we do not get involved in helping customers identify and purchase land or to perform site surveys, soil treatment, clearing and grubbing, environmental impact analysis, civil and site engineering or improvements, or new building construction.

When required by the Authority Having Jurisdiction (AHJ) for the particular scope of services, HB Mechanical prepare documents for plan review and permit applications and then post any permit-required documents and plans as well as requesting inspections, as required. We obtain final inspection approvals and certificates of occupancy for projects when required.

72. When performing design-build services for our clients, we assign a full-time project or program manager, depending on the volume of design and construction work included within the offer. During the concept-development, design-development and construction-documents phases for engineering, we employ a team approach that includes the client and the project team (which includes professional disciplines and contracting partners mutually agreed-upon with the client).

The project or program manager performs the internal quality control review after the design professional's quality control process to ensure that before we approach the client, we have documents that are professional in appearance and contain the correct content for the development stage of the documents. We strive to define the customer's requirements and wants early in the project and review them during the design phase of the work to ensure compliance and to gain support for future engineering work direction and to reduce re-work. Given available time in the schedule, documents are forwarded in advance of document-review meetings. The assigned project manager or program manager is the individual responsible for the quality control reviews.

We do not have construction-document standards for equipment replacement, system retrofit, or energy-related retrofits at this time. We work with many different customers, architects, engineers and contractors and rely on these professionals to follow the

customer's guidelines for drawing, specification and contract documents, or to use their own formats for such documents.

We perform the quality control reviews using our experience, and provide the level of detail required to convey the requirements to the AHJ and the construction team members. To ensure compliance with the contract documents, the quality-control process continues into the contracting phase with submittal preparation and reviews, sample submittals for materials-quality review, and site observations throughout construction.

The HB Mechanical plan for site observations to ensure compliance varies from a continuous on-site presence to weekly or bi-weekly reviews depending on the nature of the work. We complete a site assessment form that reviews contracting work in process and complete daily reports to track progress and document quality-related issues for each day that construction or service work is performed. We conduct a daily safety meeting that covers the work being performed that day and the next day. All representatives discuss quality-related concerns for the project at this meeting so that deficiencies may be identified quickly and fixed as issues appear.

When the project scope is nearing completion, the HB Mechanical project manager performs a detailed review of all of the work performed under the contract and notes quality-related issues in the punch list. The client and their user groups are invited to participate in this detailed quality review.

The quality control process next includes formal submission and review of the punch list and development of an action plan to complete the punch list in accordance with the schedule.

Quality control isn't considered completed until after the final submittal of installation, O&M manuals as well as the start-up documentation, testing and balancing reports, commissioning reports, training for client users and maintenance/operations staff, followed by the final AHJ inspections and cleanup by all trades. This process also includes a final review of the close-out documentation, punch list item re-inspection and financial close-out documents.

HB Mechanical randomly generates customer satisfaction surveys to clients to ensure that we have met their expectations for quality and performance during the project. The feedback goes to the project manager and the HB Mechanical leadership team, which adjusts our quality control procedures and performance periodically, based on customer feedback and project performance.

73. HB Mechanical's philosophy is based on meeting the customer's needs. It starts with understanding the goals for the project and the client's business needs. With that in mind, we design a solution that fits their requirements, whether it is lowest first-cost,



maximum energy efficiency, best lifecycle-cost, highest reliability, or other criteria. We spend time discussing and understanding the needs as the critical first step. With these discussions in mind, our design approach consists of understanding the "baseline" or existing situation, which may include a load analysis or a ventilation analysis, as well as a specific review of the existing HVAC and associated systems that may be affected by different solutions.

Once we analyze these factors, we work with the customer and their building occupants to discuss the pros and cons of different solutions to meet their goals. This process may consist of one meeting or a series of meetings, depending on the extent and complexity of the project. If it's an energy-related project that must be analyzed to quantify potential energy savings, then we determine whether the energy savings are to be simply stated based on our experience in the industry, or if it needs to be financially guaranteed.

We then determine which methods to employ to gather energy consumption and rate information, use patterns, system and equipment efficiencies, building envelope and internal loads, and other information to prepare the energy analysis. We may perform a bin model or perform a more detailed energy simulation, if required. In providing the sufficient level of detail for analysis that the customer requires, we don't invest any of our or the customer's resources that are not required. A review of the requirement for measurement and verification are made for both guaranteed and non-guaranteed energy-savings projects.

Even though a project may not require guaranteed energy savings, establishing a few metrics that can be "base lined" before the retrofit and then logged or measured after the retrofit, can give all parties confidence that the energy retrofit has produced the desired results. We work with the customer to determine the protocol that best applies for the measurements so that standards are followed and can be validated by a third party, if required. In guaranteed projects, we normally recommend keeping the Measurement & Verification costs to less than five percent of the project cost, and if it is not guaranteed, less than one percent of the project cost.

74. For the construction projects that we perform for our clients, HB Mechanical creates a construction-management plan appropriate for meeting the customer's requirements and wants, as well as to ensure that adequate safety, cost control, schedule management, and installation coordination exists for meeting the project's goals.

Our project managers use project execution plan templates for common retrofit types that can be customized to meet construction management requirements. The project execution plan consists of the following general areas: customer goals for the project, stakeholders in the project, scope of work included and excluded, cost controls, scheduling and management, communications planning, as well as design and professional services, if

included. The plan also includes specifying the contracting team by trade or discipline and their customer roles (with contact information), the staffing plan, procurement plan, safety plan and risk management plan. We strive to keep the cost for performing the construction management to 10 percent or less depending on the customer requirements and the controls for the construction administration. We believe that whenever labor is performed on the site for any of our subcontractors or ourselves, there should be supervision to ensure that all project controls remain in place.

75. HB Mechanical's standard warranty terms for service and repair work is 30 days on labor and one year on parts that are provided as part of the repair. However, as part of the terms and conditions through the NCPA contract, all installations shall contain one year parts and labor warranty.

76. Our warranty for energy retrofits is the same as our installation work stated in question number 75.

77. No

78. We offer quality guarantees within our warranties. The standards for construction materials and installation are somewhat subjective but we strive to keep customers satisfied and are willing to work with customers during the warranty period for maintaining customer satisfaction. After the warranty period, we believe we need to keep customer satisfaction as high as possible and will strongly consider quality-related support for the work we perform although we cannot guarantee that we will cover the costs for quality claims beyond our warranty period.

79. Texas and Louisiana only. We do not anticipate expanding beyond those states.

**SAFETY:**

80. We have a formal company safety training program for our service business. We conduct periodic topic reviews in accordance with our safety policy, procedures and plans. We perform safety audits in compliance with our policy and prepare reporting for our corporation as required by law. We follow all OSHA, state and local safety laws and will comply with additional customer safety plans that are part of a project or service agreement.

For service or repair work, if at all possible, we prefer to use the same technicians for all work on the customer's site because they are familiar with the working conditions and

general nature of the customer's business, as well as any customer-related safety processes, requirements and forms.

For any new technicians to a site or new site that our team responds to, we complete a job site hazard assessment form, after check-in and discussion with the client about the scope for the service or repair. This discussion enables us to understand the potential hazards that may be involved during the work needed.

Before performing any work, we look at the hazards that may be present, assess if they apply to the work we need to perform, and analyze the safest way to accomplish the work. If the work requires two technicians, then our technicians are trained to call the office to request dispatch of a second technician to work with them.

Our technicians use and are trained with their Personal Protective Equipment (PPE). If the work requires specialized clothing, harnesses or safety equipment, we generally have everything needed on our service vehicles. However, if it is a special situation, we may need to leave the site to obtain the proper safety gear, or wait for PPE gear to be brought to our work site. Our technicians understand that taking the time to perform the work in a safe manner is important to everyone. If we identify any safety-related issues in the performance of our work or as we are approaching the area of work, we notify the customer about the potential hazard to their employees, customers and vendors.

81. The construction safety program is identical to our program for service and repair work. All HB Mechanical Services employees complete annual OSHA compliance training as well as company-mandated safety toolbox training at all job sites. A Job Hazard Analysis (JHA) is also completed before beginning work each day at all job sites and is available at the site for review. HB Mechanical Services also has an aggressive job site safety auditing program, which is conducted by HB Mechanical Services site supervision and HB Mechanical Services management.
82. Safety is a priority at HB Mechanical Services. We strive to prevent injuries thru training and onsite job task analysis forms our employees complete before starting their service task. HB Mechanical Services has 0 lost time accident out of 40,028 man hours worked for 2019.
83. For preventative maintenance and service repairs, we provide our service tickets as well as the associated forms for preventative maintenance work or other forms for specialized repairs or services (e.g., eddy current, vibration analysis, alignment). For on-site reports, these are the only documents prepared and no other documents are provided other than billings. For construction-related projects, we follow our contracting project-execution process with formal letters for substantial completion, final completion and the final documentation package for the project.

The final documentation package usually includes many of the following documents (but sometimes not all apply): installation manuals, O&M manuals; letter of documentation for owner training with attendees listed; testing and balancing reports; commissioning reports; refrigerant monitoring and other equipment calibration reports; as-built drawings; recommended spare parts lists; service agreement proposal; equipment warranty statements for equipment; controls drawings and sequences of operation; and a set of submittals and project documents (plans and specifications) usually in electronic format.

## **MARKETING/ SALES**

84. We are 100 percent committed to marketing our partnership with NCPA and its member community in the most proactive, responsible way.

For NCPA, we recommend kicking off our relationship with a work session with NCPA leadership to understand your marketing objectives and create a custom plan to support them. Using our simple strategic framework we would answer the following questions:

- 1) What is the business challenge we are trying to solve?
- 2) What is the source of growth?
- 3) Who are the people associated with this growth?
- 4) What problem do they have that HB Mechanical Services can help solve?
- 5) What do they know/believe about HB Mechanical Services?
- 6) What do we want them to do in the future?
- 7) Where can we find them at scale? Why are they there? How can we engage them in that context?

From this strategic platform we would create a custom marketing plan that may include:

- A press release to announce the partnership, within the first 30 days.
- Announcement of award from our social properties; creative support to announce the partnership across NCPA and member properties.
- Webinars for thought leadership and virtual training.
- Publicity at scheduled trade shows; collateral for NCPA's trades shows; additional trade show of NCPA's choosing.
- Landing page or microsite that links to our website, the designated sales representative and/or a NCPA property.
- Co-branded collateral

85. After a contract award, HB Mechanical Services will educate the local manufacturer's representatives and their service representatives on the benefits of the NCPA contract. In turn, HB Mechanical Services will educate eligible customers of the benefits of the NCPA contract.
86. We will provide the same process as in Question #85.
87. After a contract award, HB Mechanical Services will hold a training workshop to educate all of our internal personnel and invite NCPA representatives to explain the new 2020 contract. Internally, all of our software and computer systems will be customized to properly track qualified NCPA orders. HB Mechanical Services will also train internal personnel (credit representatives, accounting, legal, etc.) on the requirements of the NCPA contract. HB Mechanical Services will also put in place a committed manager to implement, execute and grow the NCPA contract.
88. HB Mechanical Services will engage our sales force with joint targeted meetings with NCPA facilities consultant to develop acceptance of the cooperative purchasing concept as well as providing a "trust but verify" mentality with the agencies.
89. Yes. We agree to provide company logos to Region4 ESC and agree to provide permission for reproduction of our logo in marketing communications and promotions.

### **ADMINISTRATION**

91. HB Mechanical Services has Group Purchasing Organization (GPO) contracts and implementation is consistent among all Healthcare GPO's.
1. New GPO agreements are launched across GPO membership through a GPO in-house communication system.
  2. HB Mechanical Services Market team launches new contract data to all HB Mechanical Services employees through in-house communication.

3. HB Mechanical Services team drives contract utilization through site visits, GPO customer site visits and participation in national healthcare conferences.
  4. Healthcare National Account Manager meets biannually with GPO to review program.
- 
92. After a contract award, all of HB Mechanical Service's equipment ordering, accounting and reporting software will be customized to track all NCPA orders on a monthly basis.
  93. Just like we do currently Each eligible NCPA member will be set up in HB Mechanical Service's accounting and ordering systems and tagged as a NCPA member. These two reporting systems will allow HB Mechanical Service to generate multiple reports for HB Mechanical Service and NCPA.
  94. A HB Mechanical Service account engagement utilizes a continuous improvement process and regular strategic account reviews to determine how we are working with our GPO partners. From generation of reports, managing coordination across delivery, service and equipment representatives, we engage in regular process improvement reviews treating our GPO relationships as dynamic opportunities to improve efficiencies to make it as cost effective as possible for us as well as our customers.  
  
As a selected partner of NCPA, we intend to align inside and outside sales resources to maximize our team's effectiveness as we work with you and with NCPA-member entities. We will also review the opportunity to leverage select e-commerce, dedicated parts and service contacts to maximize effective communications and minimize added costs.
  95. Please see Appendix one for HB Mechanical's environmental policy and/or green initiative.

### **Vendor Certifications**

96. The HB Mechanical Services team of service professionals are licensed by the State of Texas with TACLA license number 35660C Additionally, HB Mechanical Services is insured in excess of five million dollars. Please find Copy of our License and Insurance Certificate in Appendix





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pathfinder/LL&D Insurance Group, LLC 12141 Wickchester Lane Suite 500 Houston TX 77079	<b>CONTACT NAME</b> PHONE (A/C, No, Ext) 281-556-9999      FAX (A/C, No) 281-556-9609 E-MAIL ADDRESS ecom@pathfinderlld.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HB Mechanical Services, Inc. David Sherrod PO Box 569 Porter TX 77365	<b>INSURER A</b> State Automobile Mutual Insurance Company      NAIC # 25135	
	<b>INSURER B</b> State Auto Property and Casualty Insurance      25127	
	<b>INSURER C</b> Texas Mutual Insurance Company      22945	
	<b>INSURER D</b>	
	<b>INSURER E</b>	
	<b>INSURER F</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 1773283145**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

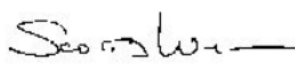
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PBP2887407	1/31/2020	1/31/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	104361335J	1/31/2020	1/31/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PBP2887407	1/31/2020	1/31/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N	N/A	0002043434	1/31/2020	1/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACC DENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The General liability policy includes blanket automatic additional insured - Owners, Lessees or Contractors including completed operations (SL 1024(12/15); Additional Insured Broad Form Vendors (SL 1206(12/15); Additional Insured Manager or Lessors of Premises (SL1206(12/15); Additional Insured - Lessors of Equipment (SI1296(12/15) endorsements when there is a written contract between the named insured and the certificate holder that requires such status.

Auto liability includes blanket automatic additional insured (BA30001215) endorsement, that provides blanket automatic additional insured status when there is a written contract between the named insured and the certificate holder that requires such status.

The General liability (SL1206(12/15)), Auto liability (BA30001215) and Workers compensation (WC 42 03 04 B) policies include a blanket See Attached...

**CERTIFICATE HOLDER**      **CANCELLATION**

O'Donnell/Snider Construction L.P. 1900 West Loop South, Ste 350 Houston TX 77027	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Pathfinder/LL&D Insurance Group, LLC		NAMED INSURED HB Mechanical Services, Inc. David Sherrod PO Box 569 Porter TX 77365	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

automatic waiver of subrogation endorsement that provides this feature when there is a written contract between the named insured and the certificate holder that requires it.

Workers compensation (WC 42 0601) policies include a 30 days blanket automatic Notice of Material Change endorsement that provides this feature when there is a written contract between the named insured and the certificate holder that requires it.

The General liability contains primary and non-contr butory wording per form (SL 1206(12/15).

**STATE OF TEXAS**

**KEVIN E REED**

AIR CONDITIONING &  
REFRIGERATION CONTRACTOR  
HB MECHANICAL SERVICES INC



LIC.# TACLA35660C  
EXPIRES 02/01/2021

**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

## Tab 5 – Products and Services

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

### ◆ HVAC Refrigeration

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

### ◆ Indoor Air Quality Products and Devices

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

### ◆ Unitary

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
- Brand Name(s)
- Capacity Range
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)

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

#### ◆ **Air handling**

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

#### ◆ **Air Terminal Devices and Heating Products**

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

#### ◆ **DDC Controls**

- Type (core components, end devices, lighting, panels) Brand Name(s)

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

#### ◆ **Cooling Towers**

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

#### ◆ **Pumps**

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

#### ◆ **Invertors**

- Brand Name(s)
- Capacity Range (HP)
- Standard Warranty (Parts & Labor)

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

#### ◆ **Boilers & Water Heaters**

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

#### ◆ **HVAC Specialty Products**

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

#### ◆ **Equipment Parts and Supplies**

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
- Brand Name(s) stocked
- Location of stocking parts

- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Percentage of locally stocked parts to delivered parts
- Detail Features & Benefits

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

◆ **Startup & Commissioning Services**

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

◆ **Service & Maintenance**

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

◆ **Installation and Turnkey Contracting**

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

#### ◆ **Warranty Services**

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

#### ◆ **Energy Services**

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

#### ◆ **Equipment Rentals**

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

#### ◆ **Financial Services**

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

#### ◆ **Professional Services**

- Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other)
- Describe type of each professional service and availability



- Licensing and certification capabilities
- List key personnel (internal and/or external)
- References (public sector only)
- Case studies describing benefits of services

◆ **Site Surveys**

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

## ANSWERS TO Tab 5 – Products and Services

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### **PRODUCTS**

HB Mechanical Services provide a complete array of services to Government Entities ranging from Design / Build, Design assist, Mechanical Construction, Plumbing Construction, Sheet Metal Ductwork manufacturing, Piping / Plumbing prefabrication, DDC Controls, Laboratory environmental systems installation, HVAC Service, Plumbing Service, Electrical Service and complete Energy Management / Facility optimization Solutions.

We are not an Equipment Manufacturer. When it comes to Equipment selection, we work with Specifying Engineers and Government Entities to explore the full range of Equipment options:

- What is the most efficient and lowest life cycle cost option?
- Has the Customer standardized on a particular Manufacturer's product line for consistency?
- What are the constructability / maintainability pros and cons of one Brand vs. another?
- Other issues?

From this dialog, we will stand on the facts and proceed to do the right thing for the Customer. Where we do represent a particular product line, the details are provided. Otherwise, we have responded "As Specified by Customer or Customer Preference" as to device specifics, however, HB Mechanical Services can supply equipment to meet the needs of Government Entities - any brand, type, configuration, capacity, efficiency or operating parameter required by the project design and scope of work.

**HVAC Refrigeration** As Specified by Customer or Customer Preference

**Specialty Refrigeration** As Specified by Customer or Customer Preference

**Unitary** As Specified by Customer or Customer Preference

**Air Handlers** As Specified by Customer or Customer Preference

**Air Terminal Devices and Heating Products** As Specified by Customer or Customer Preference

**DDC Controls**

**Type** (core components, end devices, lighting, panels) –  
HB Mechanical Services is an authorized installation and service contractor for Siemens DDC Controls

**Standard Warranty** (Parts & Labor) 1 year parts & labor

**Optional Warranty** (components covered & Labor) Up to 10 years, parts & labor

**Estimated Market Share** (North America) 30%

**Detail Features & Benefits**

System Protocol (BACnet, LonWorks, Proprietary or Combo)

BACnet, LonWorks

LAN Communication Structure (Peer-to-peer, Polling) Yes

Human Machine Interface (HMI) types (PC, Notebooks,

Handheld – Terminal, notebook, handheld terminals)

**Fire Alarm Systems** As Specified by Customer or Customer Preference

**Cooling Towers** As Specified by Customer or Customer Preference

**Physical Water Treatment and Filtration** As Specified by Customer or Customer Preference

**Pumps** As Specified by Customer or Customer Preference

**Invertors** As Specified by Customer or Customer Preference

**HVAC Specialty Products** As Specified by Customer or Customer Preference

**Boilers & Water Heaters** As Specified by Customer or Customer Preference

**SERVICES:**

**Startup and Commissioning Services:**

See Answer to Question 58 in TAB 4

### **Scheduled Maintenance, Repair/Services With Coverage:**

**Type** (oil, refrigerant, vibration, chemical analysis, Annuals, Full Maintenance, Preventative Maintenance) We offer complete HVAC, scheduled maintenance services

**Personnel** (employed or subcontractor) – All work performed by HB Mechanical Services

**Project References** – See References Section

### **Installation and Turnkey Contracting, Energy Services, Water Conservation Services**

**Description** – All types of Turnkey Contracting, Design /Build and Design Assist

**Licensing** – All HB Mechanical Services locations are licensed by the States of Texas and Louisiana across all specialties.

**Bonding Capabilities** – Virtually unlimited

**Personnel** (employed or subcontractor) – All work performed by HB Mechanical Services

**Project References** – See References Section

### **Warranty Services**

**Type** (Extended parts & labor up to 10 years, delayed startup) Extended parts & labor up to 10 years, delayed start-up

**Description** – Priced as an option to Customer

**Personnel** (employed or subcontractor) Both – as required

**Project References** – See References Section

**Features and Benefits** – Lowest lifecycle cost at time of purchase

### **Energy Services**

**Type** (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades) HB Mechanical Services provides all types of energy services and is a self-performing leader.

### **Equipment Rentals**

**Type** (chillers, pumps, transformers, cooling towers, rooftops)

**Description** – HB Mechanical Services can provide all types of rental equipment for emergencies or outages due to scheduled equipment replacement from their own fleet as well as others.

**Personnel** (employed or subcontractor) – All work performed by HB Mechanical Services

### **Financial Services**

**Type** (leasing, prompt and pre-payment discounts, guaranteed savings) HB Mechanical Services offers Pre-payment /Prompt Payment discounts as well as Guaranteed Savings as required either by State Statutes (Energy Services Performance Contracting) or as required by Customers Funding Sources – Public and Private financing and equipment leasing specialty companies

**Project References** – See References Section

**Professional Services**

**Type** (Engineering, Design, Drafting, Architectural, Data Management) All

**Description** – Mechanical Engineering services for Design Build HVAC / and DDC Controls, Building Information Modeling for HVAC / Build & Assist projects

**Personnel** (employed or subcontractor) – All work performed by HB Mechanical Services Engineering Group

**Site Surveys**

**Type** (Equipment, system analysis, operational, architectural) Equipment, system analysis, lifecycle cost analysis, Design-build / assist, preparation of as built diagrams, 3D modeling of plant, piping, ductwork, etc.

**Personnel** (employed or subcontractor) HB Mechanical Services or an independent Engineering and Energy Conservation / Solutions Group

**Project References** – See References Section

**Features and Benefits** – In-house design capabilities, complete building modeling for System Analysis / Energy use modeling, etc.

**Statewide Parts Program**

As Specified by Customer or Customer Preference

## 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.

### **Executive Summary**

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

### **Detail Description**

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

## **ANSWERS TO Tab 8 – Value Added Products and Services**

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HB Mechanical does not have any value added product or services to provide at this time.



## **Safety and Health Policy Statement**

The safety and health policy of HB Mechanical Services, Inc. is based on the firm conviction that accidents, which cause personal injury or loss of assets, can and should be prevented. No area of company business is of greater importance than the safety and health of the men and women working at HB Mechanical Services, Inc.

HB Mechanical Services, Inc. will strive to provide and maintain a safe and healthy working environment and establish rules, procedures and training pursuant to this goal.

Management encourages individual responsibility and supports a climate of safety awareness and consistent enforcement of the safety program. It is the responsibility of each employee to comply with safety rules and to work in such a manner as to prevent injuries to themselves and others.

The goal of HB Mechanical Services, Inc. is to perform the highest quality service as efficiently as possible while maintaining the safety and health of employees to the highest possible standard.



## Hazardous Energy Control Program (Lockout / Tagout)

### I. Policy

It is the policy of HB Mechanical Services, Inc. to comply and implement the OSHA regulations regarding the control of hazardous energy and the proper use of lockout / tagout procedures. This program is designed to establish the requirements for the control of any source of hazardous energy; electrical, mechanical, hydraulic, chemical steam, etc.

The intent of the energy control program is to provide a formal procedure for disabling machines or equipment in order to prevent injury to employees. This is accomplished by following procedures for attaching lockout/tagout device(s) to energy isolating devices, which will prevent the unexpected start-up or release of stored energy.

### II. Responsibility

Management is responsible for the following:

- A. Support and oversee the lockout / tagout program.
- B. With supervisors and employees identify the tasks and equipment that need to be locked or tagged.
- C. Periodically follow up and audit the lockout / tagout program.

The Supervisor **or designated** employees will be responsible for the following:

- A. Identify and train employees authorized to lockout/tagout equipment or machinery.
- B. Instruct employees whose work operations are in the area or may be affected by the lockout/tagout procedure.
- C. Assist in the establishment of a Hazardous Energy Control Procedure on each piece of equipment. Complete **(form ASI-114)**.
- D. Develop and up-date the Lockout/Tagout Inventory List **(form ASI-113)**.
- E. Follow up and enforce the lockout / tagout procedures.

### III. Lockout/Tagout Procedure

- A. Notify affected employees that a Lockout or Tagout is going to be performed. The authorized person must obtain the proper Hazardous Energy Control Procedure for the machine/equipment to be locked or tagged out.
- B. Shut down the machine or piece of equipment in accordance with the listed procedures.
- C. Lock or tagout all sources of energy associated with the equipment or machine.

- D. Place a lock or tagout device on each source of energy.
- E. Release, disconnect, restrain or otherwise neutralize all stored energy.
- F. Verify the machine or piece of equipment is de-energized (operate normal start-up controls or buttons). **Make sure the equipment will not operate!**
- G. Return operating controls to off position. The equipment is now ready to be serviced.

### **Removal Of Lockout/Tagout Device**

- A. Inspect the work area to see non-essential items have been removed. Replace all guards and insure components of the equipment or machine are operationally intact.
- B. Insure that personnel are safely away from the machine or piece of equipment.
- C. Each lock and tag device can only be removed by the authorized employee who attached it.
- D. Reconnect power.

### **V. Employee or Shift Change**

- A. New employees, or employees on the in-coming shift are to attach their own locks or tags before operating or proceeding with work. The new employee is responsible to go through the same procedure as identified in section IV. **Do not assume the equipment is de-energized!**

### **VI. Training**

- A. The Supervisor or designee is responsible for the following:
- B. To train Authorized employees prior to their initial involvement in the lockout/tagout procedures.
- C. Train Affected employee's prior to work assignment.
- D. Retrain employees whenever there is a change in job assignment, equipment or process.
- E. Complete all training documentation.

### **VII. Group Lockout/Tagout Procedure**

- A. Conform to all procedures as listed above.
- B. Designate one authorized person to coordinate the lockout/tagout procedure for the group.
- C. Each group member must attach his/her individual lock or tag.
- D. No employee is allowed to remove another employee's lock or tag without proper authorization.
- E. Employees will remove their own lock or tag when their part of the operation is completed.

### **VIII. Definitions**

- A. Affected Employee-One whose job requires them to operate or use a machine or piece of equipment on which service or maintenance is being performed, or work is being done.
- B. Authorized Employee-One who locks or tags out a system, machine or



- piece of equipment or service, maintain or otherwise work on it.
- C. Energy Isolation Device-A mechanical device that physically prevents the transmission or release of energy; A disconnect switch, line valve, blocking device etc. Not a push button or selector switch.
  - D. Lock-Out Device-A key or combination type positive locking device to prevent energizing a machine or piece of equipment.
  - E. Tag-Out Device-A prominent warning device that is securely fastened to an energy isolating device indication that the device is not to be operated until the tag-out is removed.

## IX. Energy Sources

- A. Direct Electrical: Electricity from a direct source such as a power box, switch or battery.
- B. Indirect Electrical: Capacitors or other devices which store an electrical charge will be discharged in a safe manner.
- C. Mechanical: Springs or any similar mechanical arrangement where energy is stored within the machine or piece of equipment.
- D. Pneumatic: Pressurized air or gas lines, reservoirs, etc.
- E. Hydraulic: Pressurized hydraulic fluids in lines, cylinders, reservoirs, etc.
- F. Kinetic: Energy associated with motion produced by physical or chemical force, pressure, weight or change in velocity.
- G. Thermal: Heat energy stored in a retaining medium, such as hot water in a storage or holding reservoir.
- H. Fluids & Gasses: Stored in such a way that weight and/ or pressure of the fluid or gas can activate a machine or cause movement in the mechanism.
- I. Gravity: Where weight or mechanism is in a raised position, with the stored potential energy or gravity pulling down and causing activation of the machine or movement in the mechanism.
- J. Other Energy: Any other physical system, arrangement or condition that has the capacity to store energy that might cause activation of the machine or movement in the mechanism during repair or maintenance operations.



## **Hazard Communication Program**

### **I. Policy**

It is the policy of HB Mechanical Services, Inc. to comply with the Hazards Communication Regulation, thus ensuring that our employees and others are made aware of, and properly trained in, the safe use of hazardous substances which they may come in contact with prior to their starting to work with these chemicals. The specifics of the program are outlined below.

This will be accomplished by compiling a hazardous substances list, by maintaining and using Material Safety Data Sheets (MSDS), by ensuring that containers are properly labeled, and by providing training to employees and others involved with our organization.

### **II. Responsibilities**

The Program Coordinator \_\_\_\_\_ will be responsible for the administration of the Hazardous Communication Program. He will be responsible to develop, update and oversee the implementation of the guidelines outlined in this program.

The Supervisor will be responsible for the identification of hazardous chemicals brought onto the job site and verify the corresponding MSDS information is communicated and understood by employees.

### **III. Chemical Inventory Lists**

The first step in the program is to compile and list all hazardous or potentially hazardous chemicals. This list will be used to gather the associated MSDS sheets. The list is to be updated as new chemicals are purchased and introduced to the job sites.

The Supervisor is responsible to include and update the inventory list for any chemicals brought onto the job site. He should inform the program administrator of any changes.

The **employees** are responsible to advise the Supervisor when a chemical is introduced in which they are unfamiliar.

#### **IV. Material Safety Data Sheets (MSDS)**

The Supervisor is responsible to have the MSDS sheets associated with the hazardous chemicals used or to be used on each job site. The Supervisor is also responsible to verify that each employee understand and comply with the precautions as outlined on the MSDS.

The **employee** is responsible to understand and follow the handling and exposure control guidelines as listed on the MSDS. No employee shall handle any chemical in which they are unfamiliar!

The information contained in the MSDS are outlined in the employee training section.

#### **V. Purchasing**

Hazardous chemicals brought onto the workplace need to be accompanied by a MSDS if one is not already on file. It is the responsibility of the person purchasing the material to see the proper MSDS is delivered with the hazardous chemical.

It is the responsibility of each supplier to supply a MSDS with each shipment. Remind the supplier to send the MSDS when purchasing chemicals.

#### **VI. Container Labeling**

All chemicals should be in their properly labeled containers. The only exception would be small quantities for immediate use. After use, the product should be returned to the original container or be properly disposed of. **No chemicals will be left unattended in unmarked containers!**

#### **VII. Employee Training**

Employees exposed to hazardous chemicals will be trained and informed whenever a new hazard is introduced or before an initial assignment. Employees are to be trained in the following:

- A. The location of the Hazard Communication Program, the chemical inventory list and the corresponding MSDS.
- B. The purpose of and how to read and understand the Material Safety Data Sheets.
  1. **Manufactures name**, address, an emergency telephone number and the trade name of the product.
  2. **Hazardous Ingredients Identity Information-this** section describes the chemical composition of the product, common

- names, PEL, TLV and usually the percentage of each component in a mixture.
3. Physical/Chemical Characteristics-This section describes the physical characteristics of the substance, such as: boiling point, solubility or ability to mix in water and/or its appearance and odor.
  4. Fire and Explosion Hazard Data-This section describes the risk of fire or explosion, equipment necessary to extinguish a fire, firefighting procedures and unusual hazards of the substance.
  5. Reactivity Data-This section list materials to keep away from the substance and the potential result if the two come in contact with each other.
  6. Health Hazard Data-This section describes exposure limits when using the product, how long you may work with the substance without ill effects. It also describes the proper emergency and first aid procedures if exposed.
  7. Precautions for Safe Handling and Use-This section describes special precautions and appropriate procedures in case of a spill. It may also describe emergency first aid treatment for injuries caused by the substance.
  8. Control Measures -Proper procedures and equipment will be listed for the safe handling and storage of the substance. Appropriate safety equipment will also be recommended.
- C. The safe work practices associated with the various substances used on the job site or office location.

## VIII. Personal Protective Equipment (PPE)

The MSDS information includes the types of personal protective equipment required when working with or exposed to hazardous chemicals.

The company will provide the required PPE as listed on the MSDS. It is company policy that each employee or exposed person follow and adhere to the requirements as listed.

The Supervisor is responsible to see the required PPE is made available and properly used when the potential of a hazardous exposure exist.

## IX. Hazards of Non-Routine Tasks

The Supervisor is responsible to inform employees of special or non- routine tasks, which could involve possible exposure to hazardous chemicals. Review of the safe work practice and the PPE required should be conducted prior to the start of such tasks. Sometimes it may be necessary to post or mark off hazardous areas.

## **X. Emergency Response**

Any unintentional, unexpected, non-routine and/or uncontrolled event that involves a hazardous substance may constitute an emergency situation.

It is the policy of this company that the safety of employees not be jeopardized in the protection of property or equipment.

- A. Immediately notify the appropriate personnel in the event of a hazardous chemical spill or overexposure. The information needed for an emergency response can be found on the container label or MSDS.
- B. Personnel should evacuate the area as soon as any danger to health and safety becomes apparent.
- C. Measures that can be taken to lessen the emergency, **without endangering personnel**, should be implemented. This could include closing a valve, up-righting a container, shutting doors, moving equipment ruled/or other chemicals to a safe distance.
- D. Formal shut down procedures for processes, equipment or operations should begin if it can be accomplished without endangering personnel.
- E. Personnel should not attempt to clean up or dispose of any hazardous substance(s) that have been leaked or spilled. Contact the Program Administrator for proper instructions.

## **XI. Informing Other Employees**

The Supervisor is responsible to inform contractors, visitors and/or others of the hazards to which they may be exposed while in the work area.

The Supervisor is responsible to provide employees with MSDS information on hazardous chemicals used by outside contractors where the possibility of exposure exist.

The employee is to notify the Supervisor if they suspect exposure of to a hazardous chemical used by an outside contractor.

## **XII. Posting**

The Supervisor is required to post information about the Hazard Communication Program/Standard on the job site. A copy of the poster and contents are included at the end of this section.

## 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>HB Mechanical Services, Inc.</u>
Print Name	<u>Kevin Reed</u>
Address	<u>20410 Old Sorters Road</u>
City, State, Zip	<u>Porter, TX 77365</u>
Authorized signature	<u>Kevin Reed</u> <small>Digitally signed by Kevin Reed DN: cn=Kevin Reed, ou=Vice President, ou= email=kreed@hbmechanical.com, c=US Date: 2020.07.22 12:42:31 -05'00'</small>
Date	<u>07/21/2020</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 statues of the states it is will operate this contract in.

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

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

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

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

### **Fingerprint & Background Checks**

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

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

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

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

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

Authorized signature

Kevin Reed

Digital signed by Kevin Reed  
DN: cn=Kevin Reed, o=Contractor, ou=Contractor, email=kevin.reed@contractor.com, c=US

Date

07/22/2020



## 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>HB Mechanical Services, Inc.</u>
Address	<u>20410 Old Sorters Road</u>
City/State/Zip	<u>Porter, TX, 77365</u>
Telephone No.	<u>281-354-3178</u>
Fax No.	<u></u>
Email address	<u>kreed@hbmechanical.com</u>
Printed name	<u>Kevin Reed</u>
Position with company	<u>Vice President</u>
Authorized signature	<u>Kevin Reed</u> <small>Digitally signed by Kevin Reed DN: cn=Kevin Reed, o=Vice President, ou= me, email=kreed@hbmechanical.com, c=US Date: 2020.07.22 12:41:30 -05'00'</small>

## **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/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

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

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

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

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

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

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

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

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

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