# OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

#### **FEDERAL CERTIFICATIONS**

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

#### TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

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.

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.
Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does offeror agree? YESInitials of Authorized Representative of offeror
(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)
Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.  Does offeror agree? YES  Initials of Authorized Representative of offeror
(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.
Does offeror agree to abide by the above? YESInitials of Authorized Representative of offeror
(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

# OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all

contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.
Does offeror agree? YESInitials of Authorized Representative of offeror
(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.
Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.
Does offeror agree? YESInitials of Authorized Representative of offeror
(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.
Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.
Does offeror agree? YESInitials of Authorized Representative of offeror
(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).

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	referenced in Federal Rule (G) above.
Does offeror agree? YES	Initials of Authorized Representative of offeror
made to parties listed on the government the OMB guidelines at 2 CFR 180 that in CFR part 1989 Comp., p. 235), "Debarme	e Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be wide exclusions in the System for Award Management (SAM), in accordance with eplement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 ent and Suspension." SAM Exclusions contains the names of parties debarred, incies, as well as parties declared ineligible under statutory or regulatory authority
term of an award for all contracts by Particip	ederal funds are expended by Participating Agency, the offeror certifies that during the lating Agency resulting from this procurement process, the offeror certifies that neither uspended, proposed for debarment, declared ineligible, or voluntarily excluded from
Does offeror agree? YES	Initials of Authorized Representative of offeror
must file the required certification. Each ti funds to pay any person or organization f member of Congress, officer or employe obtaining any Federal contract, grant or	J.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 er certifies to the tier above that it will not and has not used Federal appropriated or influencing or attempting to influence an officer or employee of any agency, a see of Congress, or an employee of a member of Congress in connection with any other award covered by 31 U.S.C. 1352. Each tier must also disclose any es place in connection with obtaining any Federal award. Such disclosures are ederal award.
term and after the awarded term of an award offeror certifies that it is in compliance with a undersigned further certifies that:  (1) No Federal appropriated funds have been attempting to influence an officer or employed employee of a Member of Congress in connex of a Federal loan, the entering into a cooperation of a Federal contract, grant, loan, or cooperation of a Federal contract, grant, loan, grant, loan	deral funds are expended by Participating Agency, the offeror certifies that during the for all contracts by Participating Agency resulting from this procurement process, the applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The en paid or will be paid for on behalf of the undersigned, to any person for influencing or see of any agency, a Member of Congress, an officer or employee of congress, or an action with the awarding of a Federal contract, the making of a Federal grant, the making thive agreement, and the extension, continuation, renewal, amendment, or modification thive agreement.  Tropriated funds have been paid or will be paid to any person for influencing or see of any agency, a Member of Congress, an officer or employee of congress, or an action with this Federal grant or cooperative agreement, the undersigned shall complete form to Report Lobbying", in accordance with its instructions.  Language of this certification be included in the award documents for all covered subatant appropriate tiers and that all subrecipients shall certify and disclose accordingly.  Initials of Authorized Representative of offeror
RECORD RETENTION RI	EQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS
that it will comply with the record retention retain all records as required by 2 CFR §	ating Agency for any contract resulting from this procurement process, offeror certifies equirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will 200.333 for a period of three years after grantees or subgrantees submit final actian reports, as applicable, and all other pending matters are closed.
Does offeror agree? YES	Initials of Authorized Representative of offeror

# OMNIA PARTNERS EXHIBITS EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

## 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). Does offeror agree? YES\_ Initials of Authorized Representative of offeror **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. Initials of Authorized Representative of offeror Does offeror agree? YES PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR - 2 C.F.R. §200.322 Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines... Does Vendor agree? YES\_ Initials of Authorized Representative of Vendor CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336 Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. Does offeror agree? YES\_ Initials of Authorized Representative of offeror **CERTIFICATION OF AFFORDABLE CARE ACT** Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law. Does offeror agree? YES Initials of Authorized Representative of offeror **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS** Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions. Does offeror agree? YES\_ Initials of Authorized Representative of offeror Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Lerch Bates Inc.

Address, City, State, and Zip Code: 9780 S. Meridian Blvd	., Suite 450, Englewood, CO 80112
Phone Number: 303-795-7956	Fax Number:
Printed Name and Title of Authorized Representative: Eric R	lupe, Executive Vice President
Email Address: eric.rupe@lerchbates.com	
Signature of Authorized Representative	Date: 9/9/19

#### **NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**DOC** #1

# OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name:	Lerch Bates Inc.	
Street: 9780 S Meric	tian Blvd., Suite 450	
City, State, Zip Code:	Englewood, CO 80112	
Complete as appropria	te:	
I	, certify that	I am the sole owner of
ř	, that there are no	partners and the business is not
incorporated, and the pro-	ovisions of N.J.S. 52:25-24.2 do not ap	pply.
•	OR:	
1	a partner in	own a 10% or greater interest therein. I
certify that the following	is a list of all individual partners who	own a 10% or greater interest therein. I
		corporation or partnership, there is also set
	esses of the stockholders holding 10% and 10% or greater interest in that part	for more of that corporation's stock or the
inaiviaaai pariners ownii	ig 10% or greater interest in that part	nersnip.
I Eric Rupe	an authoriz	ed representative of
	a corporation, do hereby certify th	at the following is a list of the names and
addresses of all stockhold	ders in the corporation who own 10%	or more of its stock of any class. I further
certify that if one (1) or n	nore of such stockholders is itself a co	rporation or partnership, that there is also set
		or more of the corporation's stock or the
	ng a 10% or greater interest in that pa	
(Note: If there are no na	artners or stockholders owning 10%	or more interest, indicate none.)
Name	Address	Interest
None	3200200	***************************************
I further certify that the s my knowledge and belief.		herein, are complete and correct to the best of
9/9/19		/ west The me
Date		Authorized Signature and Title Executive Vice President

DOC#2

## **NON-COLLUSION AFFIDAVIT**

Company Name: Lerch Bates Inc.	
Street:9780 S. Meridian Blvd., Suite 450	
City, State, Zip Code: Englewood, CO 80112	
State ofColorado	
County ofDouglas	
I, of the Englewood	
Name	City
in the County of, Sta of full age, being duly sworn according to law on my	te ofColorado
of fundage, being unity sworn according to law on my	oun depose and say that.
	Lerch Bates Inc.
Title	Company Name
directly or indirectly entered into any agreement, partic any action in restraint of free, competitive bidding in co all statements contained in said proposal and in this affull knowledge that relies upon the truth of the statem statements contained in this affidavit in awarding the co work.	onnection with the above proposal, and that fidavit are true and correct, and made with ents contained in said proposal and in the
I further warrant that no person or selling agency has be such contract upon an agreement or understanding fo contingent fee, except bona fide employees or bona fide maintained by	or a commission, percentage, brokerage or
Lerch Bates Inc.	Wet Sun
Company Name	Authorized Signature & Title Eric Rupe Executive Vice President
Subscribed and sworn before me	
this 9th day of September, 2019  Notary Public of Colorado  My commission expires 11/17, 2022	LISA FAUST Metary Patric Scalo of Coloredo Netary ID # 2006/ 2791 My Commission Explins I 1-17-2022

DOC#3

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

<b>Company Name:</b>	Lerch Bates, Inc.
<b>Street:</b> 9780 S	. Meridian Blvd., Suite 450
City, State, Zip C	ode: _Englewood, CO 80112
Proposal Certifica	ntion:
proposal will be a	npany's compliance with New Jersey Affirmative Action regulations. Company's ccepted even if company is not in compliance at this time. No contract and/or y be issued, however, until all Affirmative Action requirements are met.
Required Affirma	tive Action Evidence:
	essional & Service Contracts (Exhibit A) bmit with proposal:
	* ***
1. A	photo copy of their Federal Letter of Affirmative Action Plan Approval
O	R
2. A	photo copy of their Certificate of Employee Information Report
Ol	R
3. A	complete Affirmative Action Employee Information Report (AA302)
Public Work – Ov	er \$50,000 Total Project Cost:
A. No approved Fe	ederal or New Jersey Affirmative Action Plan. We will complete Report Form
AA201-A upor	receipt from the
B. Approved Fede	ral or New Jersey Plan – certificate enclosed
	at the statements and information contained herein, are complete and correct to
the best of my know	eledge and belief.
9/9/19	(sind Xun
Date	Authorized Signature and Title Eric Rupe, Executive Vice President

DOC #3, continued

#### P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

# PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

DOC #4

#### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- 1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <a href="http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12">http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12</a>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html">http://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</a>). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

# Doc #4, continued C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

#### **Contractor Instructions**

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - o of the public entity awarding the contract
  - o of that county in which that public entity is located
  - o of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. NOTE: This section does not apply to Board of Education contracts.

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

### Doc #4, continued

# OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information			
	Bates, Inc.		
	eridian Blvd., Suite 450	To service	
City: Englewood	State: CO	Zip: 80112	
The undersigned being authorized tompliance with the provisions accompanying this form.		<del>-</del>	_
Signature	Printed Name	Title	
Part Disclosure requirement: Purpolitical contributions (more the committees of the govern	suant to N.J.S.A. 19:44A than \$300 per election c	cycle) over the 12 months	st include all reportal prior to submission t
Check here if disclosure is	provided in electronic form	n	
Contributor Name	Recipient Nat	me Date	Dollar Amount
None			\$
110110			
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			

Requirements for National Cooperative Contract Page 33 of 44 Doc #4, continued

# OMNIA PARTNERS EXHIBITS EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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

**County Name:** 

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

#### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:		
		nes and home addresses of all stockholders tanding stock of the undersigned.
I certify that no the undersigned		or more of the issued and outstanding stock of
Check the box that r	epresents the type of busines	ss organization:
Partnership		Sole Proprietorship
Limited Partnersh	ip Limited Liability C	Corporation Limited Liability Partnership
Subchapter S Corp	poration	
Sign and notarize the f	orm below, and, if necessar	ry, complete the stockholder list below.
Stockholders:		
Name:		Name:
Home Address:		Home Address:
Name:		Name:
Home Address:		Home Address:
Name:	\(\frac{1}{2}\)	Name:
Home Address:		Home Address:
		(1) h
2019	ne this 95 day of September,	(Afflant)
(Notary Public) Ma Jay	LISA FAUST	Eric Rupe, Executive Vice President
04	Notary Public	(Print name & title of affiant)
My Commission expires:	State of Colorado Netary ID # 20064042791	(Corporate Seal)
	My Commission Expires 11-17-20	022

**DOC** #6

### Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

# NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf



#### FIRM PROFILE

For over 72 years, Lerch Bates has set the international standard for elevator consulting. Lerch Bates understands the way people interact with buildings and how building systems come together to enhance overall use and effectiveness. We bring this insight to all facets of vertical and horizontal transportation, logistics, and façade access.

#### HISTORY OF THE FIRM

Our history reflects the entrepreneurial spirit and the vision of our founders – Charles Lerch and Quentin Bates, as well as their interest in contributing to the dynamic changes in building technology and construction through the past 72 years.

Since our founding in 1947 as the first independent elevator consulting firm in the US, we have added offices and capabilities around the world, bringing industry leading expertise and technology to our work with clients on diverse and challenging projects.

Our influence as innovators of design concepts is seen as many of our "firsts" have become industry standards that can be recognized in many of the world's tallest buildings.

#### **EXPERIENCE**

For new construction or modernization, Lerch Bates consultants are welcome members of the architectural design team because we bring a multiple discipline approach. We are current with today's architecture and the latest technology and we optimize system design for the benefit of our clients. Additionally, clients benefit from our 70+ year reputation as an innovator and industry leader. We serve as a regular sounding board for elevator equipment manufacturers on trends and issues. We are a key industry resource.

Our modernization and maintenance services are used extensively by building owners and managers who know we will work on their behalf to design and preserve the integrity of their asset, guiding them through the process to the correct elevator solutions for their building, its aesthetics and its budget.

Lerch Bates Inc. has participated in the design and modernization of some of the most iconic buildings including Burj Khalifa, Dubai, UAE; World One, Mumbai, India; CMA Tower, Riyadh, KSA; and Palm Trump Tower, Dubai, UAE.

#### **SERVICES**

- Architectural Design
- · Due Diligence
- Inspection
- Maintenance
- Modernization

#### **BUILDING TYPE**

- Commercial
- Hotel
- Residential
- Healthcare
- Retail
- Education
- Government
- Transit
- · Sports & Leisure

#### **DISCIPLINES**

- Elevator Consulting
- Façade Access
- Building Maintenance
- Equipment Services
- Logistics









# Lerch Bates Inc. DUNS: 08-737-5556

#### Dashboard

Company Info

9780 S Meridian Blvd Ste 450

Englewood, CO 80112

DBA's: LERCH BATES Phone:

Fax:

(303) 723-7956

URL:

www.lerchbates.com

**Location Type:** 

Headquarter

### Risk Interpreter

#### Risk of Debt Write-Off

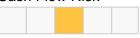


Based on the D&B Financial Stress Score, the probability of failure for this company in the next 12 months is 0.80%, which makes it a Moderate-High risk for you to incur a write-off. You can adjust your credit limits and collections strategies to reduce your exposure or increase your bad debt reserves to counter this risk.

Low Risk

High Risk

#### Cash Flow Risk



Based on the D&B Delinquency Predictor reporting a payment behavior of Inconsistent and/or slower payments, this company is predicted to have a Moderate risk of a negative impact to your cash flow. You can adjust your payment terms, credit limits and collections strategies to mitigate this risk.

Low Risk

High Risk

#### **Payment Behavior**



According to the D&B PAYDEX® Score, this company paid its vendors on average 19 days beyond credit terms.

On Time

180 Days BT

### Scores

PAYDEX®	Delinquency		Financial		Supplier Eval.	Credit Limit	DandB
	Predictor		Stress		Risk Rating	Rec.	Rating
Score 65	Score 481	Class	Score <b>▼</b>	Class	Rating 5	Recommendation \$25K	Rating 1R3

#### **Recent Alerts**

There are currently no alerts issued for this company. If you only recently began monitoring this company, you will not receive your first alerts until score changes or events occur. To configure your alerts notification settings, please

### **Payments Summary**

**Current** 65 Equal to 19 days beyond terms

**PAYDEX®:** 

Industry Median: 77 Equal to 5 DAYS BEYOND terms

Payment Trend: ← Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 70
Payments Within Terms (not dollar weighted): 75%

Average Highest Credit:2,503Largest High Credit:25,000Highest Now Owing:7,500Highest Past Due:5,000

#### **Scores**

# **PAYDEX®**

65



3 Month PAYDEX®

**70** 

19 days beyond terms



# Understanding My Score

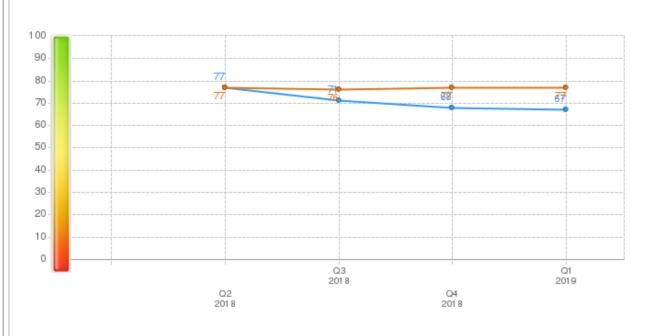
Payment History

Total (Last 24 Months): 70

Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
05/2019	Ppt	\$7,500	\$7,500	\$0		1 mo
05/2019	Ppt	\$7,500	\$0	\$0		2-3 mos
05/2019	Ppt	\$5,000	\$0	\$0		6-12 mos
05/2019	Ppt	\$2,500	\$750	\$0		1 mo
05/2019	Ppt	\$2,500	\$0	\$0		1 mo

Key			
PAYDEX®	Payment Practices	PAYDEX®	Payment Practices
100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

### Trending & Industry Comparison



This Company (65)
 Industry Median: (77)

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	2018	2018	2018	2018	2018	2018	2018	2019	2019	2019	2019	2019
This Company	77	77	77	76	69	68	68	68	68	68	67	65
Industry Quartiles												
Upper	80			80			80			80		
Medium	77			77			76			77		
Lower	68			69			68			68		

Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 65, or equal to 19 days beyond terms
- The 12-month high is 77, or equal to 5 days beyond terms.
- The 12-month low is 65, or equal to 19 days beyond terms.
- The present industry median score is 77, or equal to 5 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

## **Delinquency Predictor Score**

Score

Class

Percentile

481

3

32%

Moderate risk of severe payment delinquency over next 12 months



### **Understanding My Score**

#### **Incidence of Delinquent Payment:**

Among Companies with this Classification: 5.80%

Average compared to business in D&Bs database: 10.20%

### **Factors Affecting Your Score:**

Increase in proportion of delinquent payments in recent payment experiences

Proportion of past due balances to total amount owing

Proportion of slow payments in recent months

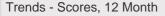
Higher risk industry based on delinquency rates for this industry

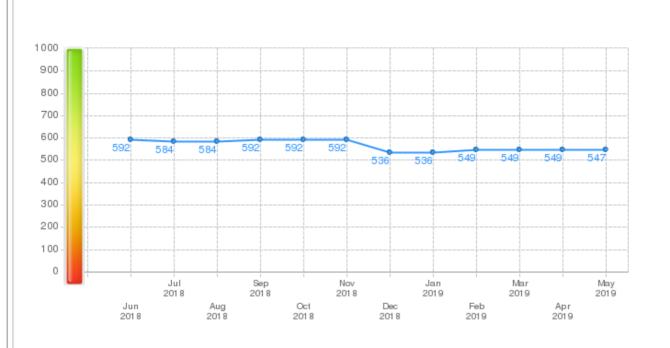
Evidence of open liens

#### Notes:

- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B´s database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

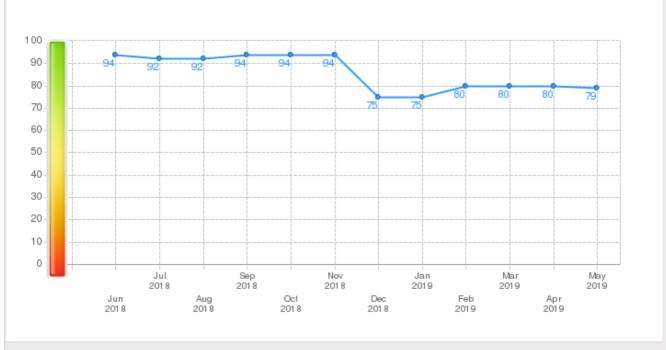
Key							
Risk Class	% of Businesses within this Class	Percentile	Score				
1	10%	91-100	580-670				
2	20%	71-90	530-579				
3	40%	31-70	481-529				
4	20%	11-30	453-480				
5	10%	1-10	101-452				



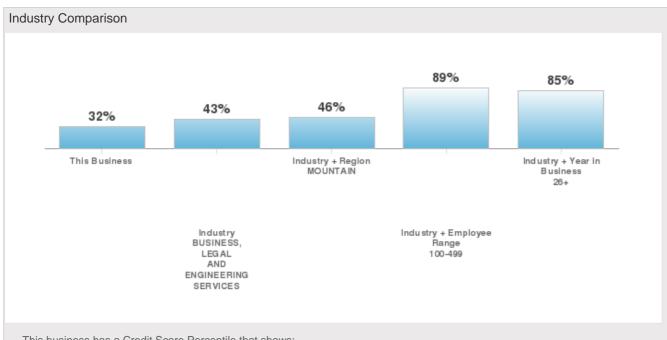


• My Company (481)

Trends - Percentile, 12 Month



#### • My Company (32%)



This business has a Credit Score Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

## Financial Stress Score

1408 **v** 

Score

Class

Nat'l %

14%



Moderate to high risk of severe financial stress, such as a bankruptcy, over the next 12 months

## **Understanding My Score**

**Incidence of Financial Stress:** 

Average compared to business in D&Bs database: 0.48%
Factors Affecting This Company's Score:
Composite credit appraisal is rated fair.
Low proportion of satisfactory payment experiences to total payment experiences.
UCC Filings reported.
High proportion of past due balances to total amount owing.
High number of inquiries to D&B over last 12 months.
Evidence of open liens

0.84%

• The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

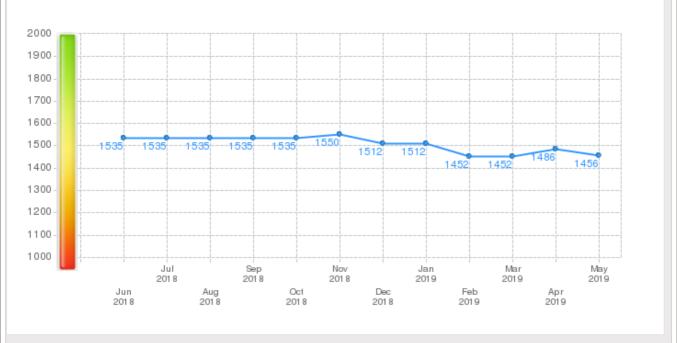
#### Notes:

Among Companies with this Classification:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

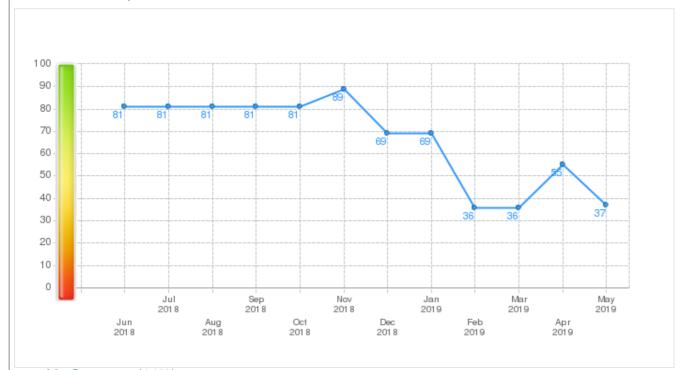
Key			
Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%

Trends - Scores, 12 Month



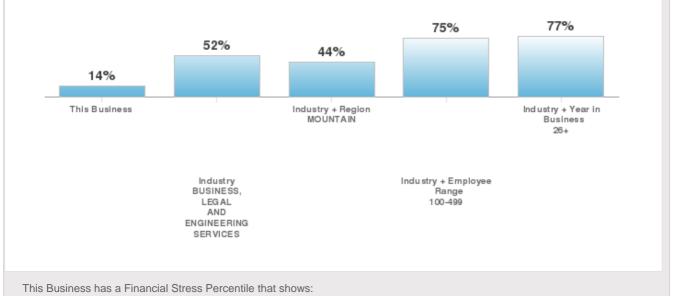
### • My Company (1,408)

#### Trends - Percentile, 12 Month



## • My Company (14%)

### Industry - Comparison



- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

### Supplier Evaluation Risk Rating





Moderate risk of supplier experiencing severe financial stress over the next 12 months.

### **Understanding My Score**

### **Factors Affecting This Company's Score:**

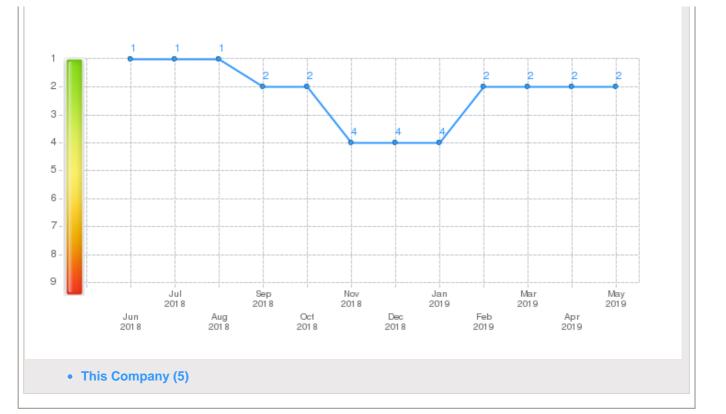
Proportion of past due balances to total amount owing

Proportion of slow payment experiences to total number of payment experiences reported

Evidence of open liens

Unstable Paydex over last 12 months.

Trends



## Credit Limit Recommendation

Risk Category

3

Conservative Credit Limit \$25k

Aggressive Credit Limit **\$80k** 

Moderate



## **Understanding My Score**

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

## D&B Rating

1R3

Number of employees: 1R indicates 10 or more employees Composite Credit Appraisal: 3 is fair

D&B Rating	Date Applied
1R3	2018-10-15
	2016-11-04
1R2	2016-02-22
1R3	2015-03-23
1R2	2014-03-19
1R3	2013-10-15
3A1	2013-06-04
3A2	2012-12-04
3A1	2012-04-12
3A2	2010-06-15

## **Understanding My Score**

#### **Factors Affecting Your Score**

# of Employees Total: 175 (40 here)

Worth: \$12,431,444
Working Capital: \$10,895,839

Payment Activity (based on 70 experiences):

Average High Credit: \$2,503
Highest Credit: \$25,000
Total Highest Credit: \$107,800

Note: The Worth amount in this section may have been adjusted by D&B to reflect

typical deductions, such as certain intangible assets.

#### **Payments**

## Timeliness of Historical Payments

**Current** 65 Equal to 19 days beyond terms

PAYDEX®:

Industry Median:

77 Equal to 5 DAYS BEYOND terms

Payment Trend: ← Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 70

Total payment Experiences during the last 3 35

months:

Payments Within Terms (not dollar weighted): 75
Total Placed For Collection: NA
Average Highest Credit: 2,503
Largest High Credit: 25,000
Highest Now Owing: 7,500
Highest Past Due: 5,000

### **Payment Summary**

Total (Last 24 Months): 70

_	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	31	<b>Days</b> 30-80	<b>Slow</b> 81-90	90
Top Industries						,		
Misc business credit	8	\$2,350	\$750	26%	74	0	0	0
Telephone communictns	5	\$10,400	\$7,500	100%	0	0	0	0
Air courier service	4	\$3,600	\$2,500	97%	3	0	0	0
Nonclassified	3	\$10,500	\$5,000	52%	0	0	48	0
Misc equipment rental	2	\$2,750	\$2,500	100%	0	0	0	0
Public finance	2	\$2,550	\$2,500	100%	0	0	0	0
Misc business service	2	\$1,250	\$1,000	100%	0	0	0	0
Mfg computer storage	1	\$25,000	\$25,000	50%	50	0	0	0
Trucking non-local	1	\$20,000	\$20,000	0%	50	50	0	0
Ret misc merchandise	1	\$7,500	\$7,500	100%	0	0	0	0
Data processing svcs	1	\$5,000	\$5,000	100%	0	0	0	0
Ret stationery	1	\$2,500	\$2,500	100%	0	0	0	0
Whol office supplies	1	\$2,500	\$2,500	50%	50	0	0	0
Natnl commercial bank	1	\$750	\$750	100%	0	0	0	0
Erects building equip	1	\$500	\$500	100%	0	0	0	0
Investment advice	1	\$250	\$250	0%	100	0	0	0
Reg misc coml sector	1	\$100	\$100	100%	0	0	0	0
Electric services	1	\$50	\$50	100%	0	0	0	0
Radiotelephone commun	1	\$50	\$50	0%	100	0	0	0
Short-trm busn credit	1	\$50	\$50	100%	0	0	0	0
Other Categories								
Cash experiences	30	\$10,100	\$5,000					
Unknown	1	\$50	\$50					
Unfavorable comments	0	\$0	\$0					
Placed for collections with D&B:	0	\$0	\$0					
Other	0	N/A	\$0					
Total in D&B's file	70	\$107,800	\$25,000					

# Payments Beyond Terms

Total (Last 24 Months):14

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
05/2019	Ppt-Slow 30	2,500	\$2,500	\$500	N30	1 mo
05/2019	Ppt-Slow 30	750	\$0	\$0		6-12 mos
05/2019	Ppt-Slow 30	250	\$100	\$0	Lease Agreemnt	1 mo
05/2019	Slow 30	250	\$0	\$0		2-3 mos
05/2019	Slow 30	50	\$0	\$0		2-3 mos
05/2019	Slow 30	50	\$0	\$0		2-3 mos
05/2019	Slow 90	5,000	\$5,000	\$5,000		
04/2019	Ppt-Slow 30	25,000	\$7,500	\$0		1 mo
04/2019	Slow 30		\$250	\$250		
04/2019	Slow 30		\$250	\$250		
04/2019	Slow 30		\$250	\$250		
04/2019	Slow 30		\$250	\$250		
04/2019	Slow 30		\$250	\$250		
11/2018	Slow 30-60	20,000	\$0	\$0		2-3 mos

# All Payments

Total (Last 24 Months): 70

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
05/2019	Ppt	\$7,500	\$7,500	\$0		1 mo
05/2019	Ppt	\$7,500	\$0	\$0		2-3 mos
05/2019	Ppt	\$5,000	\$0	\$0		6-12 mos
05/2019	Ppt	\$2,500	\$750	\$0		1 mo
05/2019	Ppt	\$2,500	\$0	\$0		1 mo
05/2019	Ppt	\$2,500	\$2,500	\$0		1 mo
05/2019	Ppt	\$1,000	\$50	\$0		1 mo
05/2019	Ppt	\$1,000	\$0	\$0		6-12 mos
05/2019	Ppt	\$750	\$750	\$0	N30	1 mo
05/2019	Ppt	\$250	\$0	\$0		4-5 mos
05/2019	Ppt	\$100	\$0	\$0	Lease Agreemnt	6-12 mos
05/2019	Ppt	\$100	\$0	\$0		4-5 mos
05/2019	Ppt	\$50	\$0	\$0		1 mo
05/2019	Ppt	\$50	\$0	\$0		6-12 mos
05/2019	Ppt-Slow 30	\$2,500	\$2,500	\$500	N30	1 mo
05/2019	Ppt-Slow 30	\$750	\$0	\$0		6-12 mos
05/2019	Ppt-Slow 30	\$250	\$100	\$0	Lease Agreemnt	1 mo
05/2019	Slow 30	\$250	\$0	\$0		2-3 mos
05/2019	Slow 30	\$50	\$0	\$0		2-3 mos
05/2019	Slow 30	\$50	\$0	\$0		2-3 mos
05/2019	Slow 90	\$5,000	\$5,000	\$5,000		

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
05/2019	(022)	\$1,000	\$0	\$0	Cash account	6-12 mos
05/2019	(023)	\$750	\$0	\$0	Cash account	6-12 mos
05/2019	(024)	\$50			Cash account	2-3 mos
04/2019	Ppt	\$2,500	\$0	\$0		6-12 mos
04/2019	Ppt-Slow 30	\$25,000	\$7,500	\$0		1 mo
04/2019	Slow 30		\$250	\$250		
04/2019	Slow 30		\$250	\$250		
04/2019	Slow 30		\$250	\$250		
04/2019	Slow 30		\$250	\$250		
04/2019	Slow 30		\$250	\$250		
04/2019	(032)	\$100			Cash account	1 mo
04/2019	(033)	\$50			Cash account	1 mo
04/2019	(034)	\$50			Cash account	1 mo
03/2019	Ppt	\$2,500				1 mo
03/2019	(036)	\$100			Cash account	1 mo
02/2019	(037)	\$500			Cash account	6-12 mos
02/2019	(038)	\$50			Cash account	1 mo
11/2018	Ppt	\$5,000	\$0	\$0		6-12 mos
11/2018	Slow 30-60	\$20,000	\$0	\$0		2-3 mos
11/2018	(041)	\$100			Cash account	1 mo
11/2018	(042)	\$50			Cash account	6-12 mos
10/2018	Ppt	\$250	\$250	\$0		1 mo
10/2018	(044)	\$250			Cash account	1 mo
10/2018	(045)	\$50				1 mo
09/2018	(046)	\$100			Cash account	6-12 mos
08/2018	Ppt	\$250	\$0	\$0		6-12 mos
08/2018	(048)	\$500	\$0	\$0		6-12 mos
08/2018	(049)	\$100				1 mo
08/2018	(050)	\$50			Cash account	1 mo
07/2018	Slow 15	\$50	\$50	\$50		
07/2018	(052)	\$750			Cash account	1 mo
06/2018	(053)	\$50			Cash account	1 mo
04/2018	(054)				Cash account	6-12 mos
04/2018	(055)	\$100			Cash account	1 mo
04/2018	(056)	\$100			Cash account	1 mo
04/2018	(057)	\$100			Cash account	1 mo
04/2018	(058)	\$100			Cash account	1 mo
04/2018	(059)	\$100			Cash account	1 mo
04/2018	(060)	\$100			Cash account	1 mo

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2018	Ppt	\$50	\$0			6-12 mos
02/2018	Ppt	\$50				1 mo
02/2018	(063)	\$100			Cash account	1 mo
12/2017	(064)	\$50			Cash account	1 mo
10/2017	(065)	\$50			Cash account	1 mo
09/2017	(066)	\$250			Cash account	1 mo
09/2017	(067)	\$50			Cash account	1 mo
08/2017	(068)	\$5,000			Cash in advance	1 mo
06/2017	(069)		\$0	\$0	Cash account	6-12 mos
05/2017	Ppt	\$500	\$0	\$0		6-12 mos

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

### **History & Operations**

Currency: Shown in USD unless otherwise indicated

#### Company Overview

**Company Name:** LERCH BATES INC. **URL:** www.lerchbates.com

**Doing Business As:** LERCH BATES Stock Symbol: NA **Street Address:** 9780 S Meridian Blvd History: NA

Ste 450 Operations: profitable Englewood, CO Present Management Control: 57 Years 80112 **Annual Sales:** NA

Mail Address: Year Started: 1947 NA Phone: (303) 723-7956 Manager: NA Line of Business: Business consulting **Gross Revenue:** NA

services **Financial Condition:** NA

#### History

The following information was reported: 01/24/2019

#### Officer(s):

BARTON T STEPHAN, PRES-CEO JEFF MARSH, EXE V PRES JACK TORNQUIST, V PRES JAY POPP, EXEC V PRES JOHN ARTHER, CFO

#### DIRECTOR(S):

THE OFFICER(S)

The Colorado Secretary of State's business registrations file showed that Lerch Bates Inc. was registered as a Corporation on November 26, 1974, under the file registration number 19871280485.

Business started 1947 by Charles Lerch. Present control succeeded 1962. 99% of capital stock is owned by an ESOP plan. 1% of capital stock is owned by employee minority shareholders.

#### RECENT EVENTSL.

On January 24, 2019, sources stated that Lerch, Bates & Associates/Hospital Group, Inc., Littleton, CO, has merged with and into Lerch Bates Inc., Englewood, CO, on December 26, 2006. With the merger, Lerch, Bates & Associates/Hospital Group, Inc. ceased to exist as a legal entity and all operations were integrated into Lerch Bates Inc. Terms of the transaction were undisclosed. Further details are unavailable.

On June 24, 2015, sources stated that Lerch Bates Inc., Littleton, CO, has completed the acquisition of Joseph Neto & Associates, Inc., New York, NY, on June 9, 2015. With the acquisition, Joseph Neto & Associates, Inc. has ceased to exist as a separate legal entity and will now operate as a branch of Lerch Bates Inc. Employees and management were retained. Terms of the transaction

were not disclosed. Further details are not available.

BARTON T STEPHAN born 1956. Attended University of Iowa, (Loris College) Iowa and graduated Marketing in 1978 with a BS degree. 2004-present, active here. 1978-2004 worked for Kone Elevator Company, Moline, IL.

JEFF MARSH. Antecedents not available.

JACK TORNQUIST. ack holds a degree in Architecture from Iowa State University.

JAY POPP. Antecedents not available.

JOHN ARTHER, Antecedents not available.

Business address has changed from 8089 S Lincoln St Ste 300, Littleton, CO, 80122 to 9780 S Meridian Blvd Ste 230, Englewood, CO, 80112.

### **Business Registration**

We currently don't have enough data to display this section.

#### Operations

01/24/2019

Description:

Provides business consulting services (100%).

Has 1000 account(s). Terms are Cash, Net 30 days. Sells to commercial concerns. Territory: undetermined.

Nonseasonal.

Employees: 175 which includes officer(s). 40 employed here.

Facilities: Owns 10,500 sq. ft. in on 2&3 floor of a three story brick building.

Branches: This business has additional branches; detailed branch information is available in D&B's linkage or family tree products.

Subsidiaries: This business has 4 subsidiaries.

Lerch, Bates & Associates/Hospital Group Inc (100%) chartered 1984. Operates as architect consultant.

Lerch Bates North America, Inc, Littleton, CO. (100%) chartered 1995. Operates as elevator consulting.

Citidel Consulting Inc (100%) chartered 1995. Operates as window washing equip. design consulting.

LBA Ltd, London, England. (50%) chartered 1990. Operates as joint venture.

#### SIC & NAICS

#### SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations that if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

8748 0000 Business consulting, nec

#### NAICS:

541618 Other Management Consulting Services

#### **Public Filings**

Currency: Shown in USD unless otherwise indicated

#### Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	1	06/28/17
Suits	0	-
UCCs	9	04/15/19

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

#### **Judgments**

We currently don't have enough data to display this section.

### Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount: 11495
Status: Open
CASE NO. K470492
Type State: County Tax
Filed By: TAX COLLECTOR

Filed By: TAX COLLECTOR

Against: LERCH BATES INC

Where Filed: SAN FRANCISCO COUNTY RECORDERS OFFICE, SAN FRANCISCO,

CA

 Date Status Attained:
 06/28/178

 Date Filed:
 06/28/17

 Latest Info Received:
 07/26/17

### Suits

We currently don't have enough data to display this section.

## **UCC** Filings

Collateral: Inventory including proceeds and products - Account(s) including

proceeds and products - Equipment including proceeds and products -

Fixtures including proceeds and products - and OTHERS

Type: Original

Sec.Party: WELLS FARGO BANK, NATIONAL ASSOCIATION, DENVER, CO

**Debtor:** LERCH BATES INC. **Filing No.:** 20152063103

Filed With: SECRETARY OF STATE/UCC DIVISION, DENVER, CO

 Date Filed:
 07/09/15

 Latest Info Received:
 08/19/15

Type: Amendment

Sec.Party: WELLS FARGO BANK, NATIONAL ASSOCIATION, DENVER, CO

**Debtor:** LERCH BATES INC.and OTHERS

**Filing No.:** 20162111362

Filed With: SECRETARY OF STATE/UCC DIVISION, DENVER, CO

 Date Filed:
 12/14/16

 Latest Info Received:
 01/20/17

 Original Filing No.:
 20152063103

 Original UCC Filed Date:
 07/09/15

Collateral: All Assets and proceeds

Type: Amendment

Sec.Party: WELLS FARGO BANK, NATIONAL ASSOCIATION, DENVER, CO

Debtor: LERCH BATES INC.and OTHERS

**Filing No.:** 20162111364

Filed With: SECRETARY OF STATE/UCC DIVISION, DENVER, CO

 Date Filed:
 12/14/16

 Latest Info Received:
 01/20/17

 Original Filing No.:
 20152063103

 Original UCC Filed Date:
 07/09/15

Collateral: Leased Computer equipment and proceeds

Type: Original

Sec.Party: DELL FINANCIAL SERVICES L.P., AUSTIN, TX

**Debtor:** LERCH BATES INC.

**Filing No.:** 2007F007745

Filed With: SECRETARY OF STATE/UCC DIVISION, DENVER, CO

 Date Filed:
 01/23/07

 Latest Info Received:
 02/23/07

Type: Amendment

Sec.Party: DELL FINANCIAL SERVICES L.P.

Debtor: LERCH, BATES & ASSOCIATES INC.

**Filing No.:** 2009F019717

Filed With: SECRETARY OF STATE/UCC DIVISION, DENVER, CO

 Date Filed:
 03/06/09

 Latest Info Received:
 04/01/09

 Original Filing No.:
 2004F061787

 Original UCC Filed Date:
 06/03/04

Type: Continuation

Sec.Party: DELL FINANCIAL SERVICES L.P.DELL FINANCIAL SERVICES, L.P.,

AUSTIN, TX

**Debtor:** LERCH, BATES & ASSOCIATES INC.

**Filing No.:** 20142038081

Filed With: SECRETARY OF STATE/UCC DIVISION, DENVER, CO

 Date Filed:
 04/24/14

 Latest Info Received:
 05/09/14

 Original Filing No.:
 2004F061787

 Original UCC Filed Date:
 06/03/04

Type: Amendment

Sec.Party: DELL FINANCIAL SERVICES L.P.DELL FINANCIAL SERVICES, L.P.,

AUSTIN, TX

**Debtor:** LERCH BATES INC.and OTHERS

**Filing No.:** 20142042946

Filed With: SECRETARY OF STATE/UCC DIVISION, DENVER, CO

Date Filed:05/07/14Latest Info Received:06/13/14Original Filing No.:2004F061787Original UCC Filed Date:06/03/04

Type: Continuation

Sec.Party: DELL FINANCIAL SERVICES L.P.DELL FINANCIAL SERVICES, L.P.,

AUSTIN, TX

**Debtor:** LERCH BATES INC.and OTHERS

**Filing No.:** 20192031663

Filed With: SECRETARY OF STATE/UCC DIVISION, DENVER, CO

 Date Filed:
 04/15/19

 Latest Info Received:
 04/22/19

 Original Filing No.:
 2004F061787

 Original UCC Filed Date:
 06/03/04

Type: Original

Sec.Party: DELL FINANCIAL SERVICES L.P., AUSTIN, TX

**Debtor:** LERCH BATES INC.

**Filing No.:** 2007F027366

Filed With: SECRETARY OF STATE/UCC DIVISION, DENVER, CO

 Date Filed:
 03/19/07

 Latest Info Received:
 04/11/07

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

### **Government Activity**

#### Summary

Borrower (Dir/Guar): NO
Administrative Debt: NO
Contractor: YES
Grantee: NO

Party excluded

from federal program(s): NO

Possible Candidate:

Labor Surplus Area: N/A
Small Business: N/A
8(A) Firm: N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

#### **Financials**

We currently do not have enough information to generate the graphs for the selected Key Business Ratio.

# • This Company

### Key Financial Comparisons

	(\$)	(\$)	(\$)
This Company's Operating Results Year Over Year	r		
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Defferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA

Assets(\$)		Liabilities(\$)	
Cash	6040824	Accts Pay	4586039
Accts Rec	9791602	L.T. Liab-(1yr)	962885
Prepaid	612337		
Current Assets	16,444,763.00	Current Liabs	5,548,924.00
Fixt & Equip	706346	L.T. Liab-Other	4763672
Investments-Other	5595825	Def. Credits/Income	220050
Other Assets	217156	COMMON STOCK	30728
		UNEARNED ESOP OTHER	-3315762
		RETAINED EARNINGS	15716478
Total Assets	22,964,090.00	Total Liabilities	22,964,090.00

Sales \$39,918,873; cost of goods sold \$36,439,016. Gross profit \$3,479,857. Operating income \$3,479,857; other income \$78,313; net income \$3,558,170.

Prepared from statement(s) by Accountant: ACM LLP, Denver, CO. Extent of audit, if any, not indicated.

#### **Explanations**

#### Key Business Ratios

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

# **Special Events**

#### 10/15/2018

A Rating change has occurred on this company.

# Corporate Linkage

Parent			
Company Name	DUNS#		City, State
BATES LERCH INC	08-737-5556		ENGLEWOOD, COLORADO
Headquarters (US)			
Company Name	DUNS #		City, State
BATES LERCH INC	08-737-5556		ENGLEWOOD, COLORADO
US Linkages			
Company Name		DUNS #	City, State
Subsidiaries			
LERCH BATES NORTH AMERICA	INC	11-050-3567	ENGLEWOOD, COLORADO
Branches			
BATES LERCH INC		80-549-6960	DALLAS, TEXAS
BATES LERCH INC		94-278-9124	ANNAPOLIS, MARYLAND
BATES LERCH INC		07-987-8733	NEW YORK, NEW YORK
BATES LERCH INC		06-929-3871	LITTLE ELM, TEXAS
BATES LERCH INC		79-405-1784	BOSTON, MASSACHUSETTS
BATES LERCH INC		80-446-7843	TEMECULA, CALIFORNIA
BATES LERCH INC		19-743-2706	BOTHELL, WASHINGTON
BATES LERCH INC		18-682-7481	MINNEAPOLIS, MINNESOTA
BATES LERCH INC		01-782-7952	ATLANTA, GEORGIA
BATES LERCH INC		94-345-2078	LANSDALE, PENNSYLVANIA
BATES LERCH INC		62-195-5244	CHICAGO, ILLINOIS
BATES LERCH INC		00-779-5680	LAKE FOREST, CALIFORNIA
BATES LERCH INC		10-288-4376	SNOHOMISH, WASHINGTON
BATES LERCH INC		79-445-2024	MADISON, WISCONSIN
BATES LERCH INC		02-586-3056	TEMPE, ARIZONA
BATES LERCH INC		79-513-0017	CUYAHOGA FALLS, OHIO
BATES LERCH INC		14-800-9608	HINGHAM, MASSACHUSETTS
BATES LERCH INC		00-774-6274	CHICAGO, ILLINOIS
BATES LERCH INC		55-637-0153	CAMPBELL, CALIFORNIA

Company Name	DUNS#	Country	City, State / Province
Subsidiaries			
LERCH BATES INC	20-107-6978	CANADA	CALGARY, ALBERTA

 $\mbox{\ensuremath{\verb|c|} Dun}$  & Bradstreet, Inc. 2015. All rights reserved.

### 90 DAY MARKETING AND SALES PLAN - LERCH BATES

## First 10 days to 30 days

Within the first 10 days of award Lerch Bates will assemble the team responsible for actively managing our relationship with OMNIA. This team will consist of the Executive Leadership members (Vice Presidents of Business Development and Market Development), the local Regional Managers for each support office, and the field resources (Consultants and Field Technicians) needed to properly staff this effort. There will also be a significant focus on understanding the University of California / OMNIA organizational culture: values, mission, goals, and current (if any) strategic plans relative to the Vertical Transportation auditing scope of work. It's important for Lerch Bates to understand our clients and their expectations for developing long term partnerships. It's equally important to outline our strategic plan for the scope of services rendered at this time and mitigate any significant challenges our team may face.

During this time our dedicated team will provide a full organizational chart complete with the key team members that will assisting with this effort. This organizational chart will be distributed to each OMNIA team member providing contact information for each Lerch Bates team member.

## First 30 days to 60 days

After the Lerch Bates team has been assembled and started to better understand our client, we will develop the action plan for completing the requested audits throughout your portfolio. This will be completed by reviewing the overall vertical transportation portfolio, identifying elevators that are creating operational issues, making these units a higher priority, and finally presenting the final audit schedule to the OMNIA team. It will be important to identify milestones along the way to ensure the audit schedule is in line with our client's expectations.

Lerch Bates will create a personalized, secure file sharing portal for our client that will allow multidirectional file sharing capabilities for information relative to the project.

Our Business Development team will provide the internal training resources for the following processes:

- Contacting local office resources for auditing services
- Accessing online file sharing portals
- Requesting pricing for additional services

# 60 days to 90 days

Within 90 days of contract award, our team will be in place with full implementation of our services and training for the OMNIA team members. The plan to be implemented will be one that is fully reproducible and efficient. The national reach of our company and standardized service offering will allow Lerch Bates to provide the same level of service across the country, which we feel is extremely important to this partnership. Within 90 days we find that the value of our services is defined in identifying deficiencies in contractual obligations of contractors, working to improve overall uptime of the vertical transportation and reduce out of contract spend for our clients with a focus on call back reduction.

#### **OMNIA Partners**

OMINIA Partifiers		
FEE SCHEDULE		
Gearless Traction		
<10 Stops	\$500	
10-20 stops	\$525	
20+ stops	\$550	
Geared Traction		
<10 Stops	\$475	
10-20 stops	\$500	
20+ stops	\$535	
Hydraulic		
<4 Stops	\$425	
>5 stops	\$450	
Escalators/Walks		
Internal review	\$650	
Specialty		
ADA Lift	\$325	
Dumbwaiter	\$325	
Stage Lift	\$325	



Building Insigh

Role	Name	Title	Email	Phone
1. Executive Support	Jeff Marsh	Executive Vice President	Jeff.marsh@lerchbates.com	303.723.7940
2. Marketing	Jim Turner	Vice President Market Development East	James.turner@lerchbates.com	312.884.8217
3. Sales	Joe Gibson	Vice President Market Development West	Joe.gibson@lerchbates.com	720.401.0833
4. Sales Support	Sharon Loseke	Business Manager	Sharon.Loseke@lerchbates.com	208.297.9221
5. Financial Reporting	Sharon Loseke	Business Manager	Sharon.Loseke@lerchbates.com	208.297.9221
6. Accounts Payable	Scott Neelley	Controller	Scott.Neelley@lerchbates.com	303.723.7975
7. Contracts	Cathy Gilcrest	Contract Administrator	Cathy.Gilcrest@lerchbates.com	303.723.7974



## **Equal Employment Opportunity and Affirmative Action**

To: All Employees and Applicants

Date: December 1, 2018

It is the ongoing policy and practice of Lerch Bates to provide equal opportunity in employment to all employees and applicants. No person shall be discriminated against in any condition of employment because of race, color, national origin, sex, sexual orientation, gender expression, religion, age, or protected veteran status.

The policy of equal employment opportunity (EEO) shall apply to all terms, conditions and privileges of employment, including but not limited to: hiring, testing, training and development, promotion, transfer, compensation, benefits, educational assistance, termination, layoffs, social and recreational programs and retirement. Lerch Bates is committed to making employment decisions based on valid requirements, without regard to race, color, national origin, sex, sexual orientation, gender expression, religion, age, disability or protected veteran status. Lerch Bates will analyze its personnel actions rigorously to ensure compliance with this policy.

Additionally, Lerch Bates will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Lerch Bates' EEO Coordinator is Regina Crowell, VP of Human Resources, Lerch Bates, Inc. She is responsible for compliance with State and Federal EEO laws and affirmative action regulations. She is also responsible for implementing Lerch Bates' Affirmative Action Plan (AAP) including equal employment practices, monitoring, and internal reporting. If you believe you have not been treated in accordance with this policy, please contact her at the Global Support Center, 9780 S. Meridian Blvd., Suite 450, Englewood, CO 80112, phone number 303.795.7956.

Our AAP for Veterans and the Disabled is available to you in her office during regular office hours or by appointment. All employees and applicants for employment are protected, by both company policy and equal employment opportunity/affirmative action regulations and laws from coercion, intimidation, interference, or discrimination for filing a complaint or assisting in an investigation.

I personally endorse the policy of equal employment opportunity. I ask for your continued assistance and support in maintaining an environment that reflects Lerch Bates' commitment to equal employment opportunity and affirmative action. All personnel with responsibility for employment and personnel decisions are directed to perform their duties in accordance with this policy.

Bart Stephan, President &CEO



**Policy: Standards of Conduct** 

Updated: 02.2018

Lerch Bates is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with the company are treated in a respectful and fair manner. We hold ourselves and each other to a high standard of ethical conduct and integrity. We expect that each employee will use sound judgement and values-based decision making skills when determining the way to represent themselves and the organization. Below is a non-exhaustive list of general guidelines of expected standards of conduct of each of us.

- 1. Every employee will always conduct him or herself with safety at the forefront of their mind at all times.
- 2. Every employee will treat each other with dignity and respect and will commit themselves to resolving conflicts in a way that values each person's perspective and ideas. Fighting and threats of violence are never tolerated.
- 3. We will come to work prepared to do our best and will use our time on the job to benefit the organization, avoiding distractions such as social media.
- 4. We represent our clients' best interest when dealing with suppliers.
- 5. We will not perform duties while under the influence of alcohol or drugs.
- 6. We will not misuse or misappropriate any Lerch Bates property, finances, materials or tools for personal gain.
- 7. We commit ourselves to protecting the Lerch Bates brand at all times, including adhering to these conduct standards and marketing protocol.
- 8. We avoid conflicts of interest at all times, with our clients and our outside activities including other employment opportunities.
- 9. We do not misuse our positions of power with suppliers, clients or within our own organization for personal gain.
- 10. We protect the confidential information of our organization at all times from inappropriate release, including financial, client and employee information.

If you are concerned about a conflict of interest or the potential appearance of a breach of the standards of conduct in any way, please report your concerns to your supervisor or Human Resources.

Client#: 40576 LERCBAT

#### ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/02/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

tine continuate doce not content any rights to the continuate netder in	nou or outin orius comorti(o).					
PRODUCER	CONTACT NAME:					
IMA, Inc Colorado Division	PHONE (A/C, No, Ext): 303-534-4567 FAX (A/C, No):	303-534-0600				
1705 17th Street, Suite 100	E-MAIL ADDRESS: DenAccountTechs@imacorp.com					
Denver, CO 80202	INSURER(S) AFFORDING COVERAGE					
303-534-4567	INSURER A : Travelers Property Casualty Ins Co	36161				
INSURED	INSURER B : Travelers Indemnity Co. of America	25666				
Lerch Bates Inc.	INSURER C : Underwriters at Lloyd's London(*)	901344				
9780 S. Meridian Blvd Ste 450	INSURER D : Travelers Indemnity Company	25658				
Englewood, CO 80112	INSURER E:					
	INSURER F: *Paragon Brokers,Ltd.					

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X	COMMERCIAL GENERAL LIABILITY			68008J681191	09/30/2018	09/30/2019	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		Cont. Liab. INCL						MED EXP (Any one person)	\$5,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
D	AUT	OMOBILE LIABILITY			BA8J694254	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α		UMBRELLA LIAB X OCCUR			ZUP81M8709418	09/30/2018	09/30/2019	EACH OCCURRENCE	\$15,000,000
	X	EXCESS LIAB CLAIMS-MADE	\					AGGREGATE	\$15,000,000
		DED X RETENTION \$\$10,000							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY			UB8J695484	09/30/2018	09/30/2019	X PER STATUTE OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mai	ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Pro	ofessional Liab			B0146LDINT1802763	09/30/2018	09/30/2019	\$5,000,000 Limit	
	Inc	ludes Environ.						\$5,000,000 Aggrega	te
	Cla	ims Made						\$200,000 Deductible	
DESC	PIDT	TION OF OPERATIONS / LOCATIONS / VEHIC	TI ES (	ACOP!	101 Additional Pomarks Schodulo, may	ho attached if me	ara enaca je raduj	irod)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder and Owner are included as Additional Insureds on the General Liability including ongoing and completed operations, Automobile and Umbrella Liability Policies if required by written contract or agreement subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of the Certificate Holder and Owner on the General, Automobile, Umbrella and Workers Compensation Liability Policies if required by written contract or agreement subject to the policy terms and conditions. This (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION ONLY	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
	l. PM

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DESCRIPTIONS (Continued from Page 1)	
Insurance is Primary and Non-Contributory on the General Liability Policy subject to the policy terms and conditions. The Umbrella Policy is excess of the General, Automobile and Employers Liability Policies.	