



# Need These®

YOUR TECH~UCATION PARTNER!®

4235 East Wood Street  
Phoenix, AZ 85040

Phone: (480) 460-5199  
Fax: (480) 460-5099  
Web: [www.NeedThese.com](http://www.NeedThese.com)

## Request for Proposal (RFP)

**High Performance Building  
Consulting and Utility Management  
Solutions, Smart Technology  
and Related Products and Services**

**Solicitation Number: 16-20**

**Submission Deadline:  
Thursday, July 23, 2020, 2:00 PM CST**



Region 14 Education Service Center

**NCPA**  
National Cooperative Purchasing Alliance



NeedThese  
4235 East Wood Street Ph: (480) 460-5199  
Phoenix, AZ 85040 Fx: (480) 460-5099

July 23, 2020

National Cooperative Purchasing Alliance  
&  
Region 14 Education Service Center  
1850 Highway 351  
Abilene, TX 79601

Contracting Officer:

NeedThese thanks you for the opportunity to bid on RFP 16-20 for "High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services."

NeedThese is excited about this opportunity to bring our mutual and new customers into the technology revolution that is occurring right now! NeedThese has realized over the last few years that technology is dramatically changing and a new breed of company is required to provide solutions to customers. NeedThese has always been a trusted partner for schools and we feel the time is right to take "providing technology" further than any other company has done. From our development of manuals for specialized programs to automation and time saving solutions, NeedThese has worked with schools all over the country to ensure they are brought up to speed with technology integration of curriculum and supplemental materials. Many partners are taking our lead and even hiring NeedThese to implement solutions directly into the districts as our knowledge is unsurpassed along with our devotion and desire to ensure the most technological environment for our schools. The NeedThese Professional Development department is even working with Universities to allow teachers taking our training classes to receive University credits!

We are confident a continued partnership between NeedThese and NCPA will be very successful. As evidence of the successful implementation and partnership between other procurement contracts, our customers have provided us with many positive letters of recommendation!

On the NCPA website your organization states "*utilizes state of the art procurement resources and solutions that result in... ..ensuring all public agencies are receiving products and services of the highest quality.*" NeedThese holds this same belief, whether we are working to help a customer understand a technology solution or having our staff onsite, we want to make sure the solution we provided the customer exceed their expectations!

This proposal that NeedThese is submitting to NCPA constitutes a firm and binding offer and is accurate, truthful and factual. We are excited about this RFP and as shown in Tab 6 of this document, we have many customers that rely on NeedThese for their procurement needs.

Thanks again for the opportunity!

Tony Riggs  
Partner  
NeedThese

# Request for Proposal (RFP) for High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services

Solicitation Number: 16-20

Publication Date: Tuesday, June 9<sup>th</sup>, 2020

## Notice to Respondent:

**Submittal Deadline: Thursday, July 23<sup>rd</sup>, 2020 2:00 pm CST**

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday, July 16<sup>th</sup>, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by  
Region 14 Education Service Center

For

High Performance Building Consulting and Utility  
Management Solutions, Smart Technology and Related  
Products and Services

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 16-20



National Cooperative Purchasing Alliance

# Introduction / Scope

---

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing; Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.
- ◆ Responder(s)’ offerings shall include means to support ASHRAE industry standards and have the ability to monitor any or all, but not limited to, the following service areas for agencies:

- Utility & energy usage and cost
- Web-based utility information, dashboards & reports
- Utility bill processing and payment services
- Real-Time Energy Data Analytics
- Demand Response (DR) curtailment funding
- Building metering platforms and energy data gathering solutions
- Operational efficiency and performance based services
- Central Plant Efficiency
- ASHRAE BEQ – modeling & optimization
- Efficient equipment solutions
- Building Systems Efficiency
- Specialty Niche Solutions
- Smart Building & Analytics
- Rebate(s) (Federal, state and/or local) analysis and implementation
- Any renewable energy sources such as solar, wind, Geo-thermal, etc.

# Instructions to Respondents

---

- ◆ Submission of Response
  - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
  - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
  
- ◆ Required Proposal Format
  - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).
  
- ◆ Tabs
  - Tab 1 - Master Agreement / Signature Form
  - Tab 2 - NCPA Administration Agreement
  - Tab 3 - Vendor Questionnaire
  - Tab 4 - Vendor Profile
  - Tab 5 - Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 - Value Added Products and Services
  - Tab 9 - Required Documents

# Tab 1 – Master Agreement

## General Terms and Conditions

---

- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.



- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
  
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
  
- ◆ Pricing
  - All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
  
- ◆ Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
  
- ◆ 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.

***Copy of Certificate of Insurance found in "Tab 8—Value Added Products and Services."***

◆ 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

---

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

---

- ◆ 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) [Reference "Tab 5—Products and Services" & "Tab 7—Pricing](#)
  - Competitive Level of Pricing for vendor's available products and services [Reference "Tab 7—Pricing](#)
  - 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) [Reference "Tab 5—Products and Services" & "Tab 7—Pricing](#)
  - Other factors relevant to this section as submitted by the responder(s) [Reference "Tab 5—Products and Services" & "Tab 7—Pricing](#)
  
- ◆ 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) [Reference "Tab 8" Operationa](#)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,) [Reference "Tab 8-Value Added Products and Services" Operationa](#)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions) [Reference "Tab 8" Operationa](#)
  - Respondent(s)' processes, and quality of organizational structure [Reference Tab 4 & Tab 1](#)
  - Contract implementation/Customer transition [Reference "Tab 4—Vendor Profile" questions 32-3:](#)
  - Financial condition of vendor [Reference "Tab 4—Vendor Profile" questions 11-1:](#)
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting) [Reference Tab 4, questions 27-2:](#)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies) [Reference "Tab 4—Vendor Profile" questions 38-4:](#)
  - 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 [Find listed References and Letters of Reference in "Tab 6—References](#)
  
- ◆ Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace [Reference "Tab 4—Vendor Profile" questions 10-1:](#)
  - 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) [Reference "Tab 4—Vendor Profile" question 3:](#)
  - Experience and qualification of key employees [Reference "Tab 4—Vendor Profile" questions 7-1:](#)
  - Location and number of sales persons who will work on this contract [Reference Tab 4, questions 4-1:](#)
  - Marketing plan and capability [Reference "Tab 4—Vendor Profile" questions 30-3:](#)
  - Past experience working with the government sector [Reference "Tab 4—Vendor Profile" questions 1:](#)
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors [Reference "Tab 4—Vendor Profile" question 2:](#)


- 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 *Reference "Tab 4—Vendor Profile" questions 30-35*
  - Customer Service *Reference "Tab 8—Value Added Products and Services"*
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment) *Reference "Tab 4—Vendor Profile" question 35*
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards) *Reference "Tab 4—Vendor Profile"*
  - Quality and breadth of value add(s) *Reference "Tab 8—Value Added Products and Services"*
  - Other factors relevant to this section as submitted by the proposer *Reference "Tab 8—Value Added Products and Services"*

# Signature Form

---

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

Prices are guaranteed: **120 days**

Company name	NeedThese (a DBA of Creative Industries & Technology, LLC)
Address	4235 East Wood Street
City/State/Zip	Phoenix, AZ 85040
Telephone No.	(480) 460-5199
Fax No.	(480) 460-5099
Email address	triggs@NeedThese.com
Printed name	Tony Riggs
Position with company	Partner / CEO
Authorized signature	

# Tab 2 – NCPA Administration Agreement

---

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

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 24, 2020, referenced as Contract Number 02-85, 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 High Performance Building Consulting and Utility Management Solutions, Smart Technology and Related Products and Services;

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%)
-------------	-------	----------	------	-----------	------------	-------------	----------------

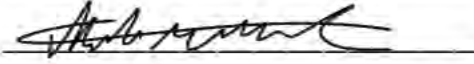
**Total** \_\_\_\_\_

- Each month NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of 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:**

NeedThese  
Name: Tony Riggs  
Title: Partner / CEO  
Address: 4235 East Wood Street  
Phoenix, AZ 85040  
Signature:   
Date: July 23, 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

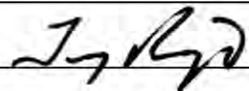
Fill out the form on the Facilities page at [www.NCPA.us](http://www.NCPA.us)

(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	July 23, 2020
RFP Number	16-20
Company Name	NeedThese
Printed Name	Tony Riggs
Signature	

# Tab 3 – Vendor Questionnaire

---

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

◆ States Covered

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

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

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



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

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

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

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

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

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Phoenix, State of AZ

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

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

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Justin Woitas  
Title: CFO  
Company: NeedThese  
Address: 4235 East Wood Street  
City: Phoenix State: AZ Zip: 85040  
Phone: (480) 460-5199 x205 Email: jwoitas@NeedThese.com

▪ Purchase Orders

Contact Person: Diana Loo  
Title: Inside Sales Associate  
Company: NeedThese  
Address: 4235 East Wood Street  
City: Phoenix State: AZ Zip: 85040  
Phone: (480) 460-5199 x201 Email: dianal@NeedThese.com

▪ Sales and Marketing

Contact Person: Tony Riggs  
Title: Director of Sales & Marketing  
Company: NeedThese  
Address: 4235 East Wood Street  
City: Phoenix State: AZ Zip: 85040  
Phone: (480) 460-5199 x204 Email: triggs@NeedThese.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.  
 Yes       No

# Tab 4 – Vendor Profile

---

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

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 the total number of sales persons employed by your organization within the United States.
6. List the number and location of offices 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. List the names of person(s) in your organization who are certified BEAP and/or BEMP through ASHRAE BEQ program for energy analysis & energy modeling.
8. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - Sales
  - Sales Support
  - Marketing
  - Financial Reporting
  - Executive Support
9. Define your standard terms of payment.
10. Who is your competition in the marketplace?
11. Overall annual sales for last three (3) years; ~~2013, 2014, 2015.~~ **2017, 2018, 2019**
12. Overall public sector sales, excluding Federal Government, for last three (3) years; 2017, 2018, 2019.
13. What is your strategy to increase market share?
14. What differentiates your company from competitors?
15. Indicate the implementation steps and time frames needed to implement a Building Energy Analysis and system design with your company.
16. List your company's current capabilities for energy management system monitoring.

17. Describe your company's steps for system analysis
18. Describe how your system analysis process utilizes ASHRAE Guideline 14-24 Measurement of Energy, Demand and Water Savings.
19. Provide who will provide the administrative support services including the person (s) title, phone number (s), fax number(s), and e-mail(s).
20. What benchmarking tools (e.g. EPA's ENERGY STAR® Portfolio Manager) does your company use to track and improve property and facility performance?
21. What support documents does your company provide to the government entity after purchase?
22. Describe what technical resources your company will provide to support the government entities' projects.
23. Describe the measurement options your company intends on providing the government entities.
24. Identify the process of receiving a purchase order and implementing an energy analysis contract.
25. What states would your company not honor pricing and services for this contract, in the event that this contract is made available to all states?
26. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
27. Describe your company's safety program.
28. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.
29. What safety reports does your company provide to the customer upon completion of any project?

### **Marketing / Sales**

30. 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:
31. A co-branded press release within first 30 days
  - a. Announcement of award through any applicable social media sites
  - b. Direct mail campaigns
  - c. Co-branded collateral pieces
  - d. Advertisement of contract in regional or national publications
  - e. Participation in trade shows
  - f. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
    - i. NCPA and Region 14 ESC Logo
    - ii. Link to NCPA and Region 4 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

32. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
33. Explain how your company plans to market this agreement to existing government customers.
34. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
35. Describe how you intend on train your national sales force on the Region 14 ESC agreement.
36. 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.
37. 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**

38. 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).
39. Describe the capacity of your company to report monthly sales through this agreement.
40. 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.
41. 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.

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

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

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

## Tab 4—Vendor Profile

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

1. **Company's official registered name.** NeedThese (a DBA of Creative Industries & Technology, LLC)

2. **Brief history of your company, including the year it was established.**

NeedThese has been in business since April of 2001. NeedThese is listed in the Phoenix Business Journal for being in the Top 20 for Technology Companies selling to the Arizona marketplace. NeedThese was also featured in the 10th anniversary edition of Ranking Arizona magazine within the Computer Retailer section. NeedThese strives to be the premier technology product and service provider to the education market. NeedThese remains focused and is reaping the benefits of a strong customer base and a growing, vibrant business.

NeedThese is a known entity in the education market. NeedThese personnel attend education specific trade shows and government specific events. NeedThese is a Strategic Partner for the annual AASBO conference, which is the premier show for Arizona education business officials.

For more than 20 years NeedThese has delivered solutions, technologies and services to school districts. NeedThese prides itself on having school districts as its primary customer base. Our integral relationships with school districts has provided us with knowledge that has benefitted our customers, with more efficient sales cycles, fewer misunderstandings as to what is wanted and a closer matching of products to desired solutions, all at competitive prices. This experience brings substantial added value to this proposal offering.

NeedThese Mission Statement—"Our mission is to build long-term RELATIONSHIPS with CUSTOMERS by delivering what is promised."

3. **Company's Dun & Bradstreet (D&B) number.** D&B# 62-346-2301

4. **Corporate office location.**

<i>Physical Location:</i>	<i>Mailing Address:</i>
NeedThese	NeedThese
4235 East Wood Street	PO Box 7400
Phoenix, AZ 85040	Tempe, AZ 85281

5. **List the total number of sales persons employed by your organization within the United States.**

NeedThese has three full time sales representatives.

**Tony Riggs**—Outside Sales Account Executive (Nationwide Education Market)

**Andrew Huynh**—Outside Sales Account Executive (Nationwide Education Market)

**Diana Loo**—Inside Sales Account Executive

6. **List the number and location of offices 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.**

NeedThese has sales and service offices located in the following...

<u>Arizona Physical Address:</u>	<u>Arizona Mailing Address:</u>
NeedThese	NeedThese
4235 East Wood Street	PO Box 7400
Phoenix, AZ 85040	Tempe, AZ 85281

Texas Address:  
NeedThese  
4975 Preston Park Blvd.  
Suite 505  
Plano, TX 75093  
Email: info@NeedThese.com

Mexico Address:  
NeedThese  
Av. Americas No. 1619 Piso 10  
Colonia Providencia  
Guadalajara, Jalisco  
C.P. 44630  
Phone: (333) 648-4727  
Email: info@NeedThese.com

Key contacts for these locations are...

*Contact:* Tony Riggs  
*Title:* CEO / Director of Marketing & Sales  
*Address:* 4235 East Wood Street, Phoenix, AZ 85040  
*Phone:* (480) 460-5199 x204  
*Fax:* (480) 460-5099  
*Email:* triggs@NeedThese.com

*Contact:* Justin Woitas  
*Title:* CFO  
*Address:* 4235 East Wood Street, Phoenix, AZ 85040  
*Phone:* (480) 460-5199 x205  
*Fax:* (480) 460-5099  
*Email:* jwoitas@NeedThese.com

**7. List the names of person(s) in your organization who are certified BEAP and/or BEMP through ASHRAE BEQ program for energy analysis & energy modeling.**

Partners of NeedThese carry a variety of certifications such as BEAP and/or BEMP through the ASHRAE BEQ program and all subcontractors partnering with NeedThese will be required to show proof of certification and ensure compliance where required prior to engaging NeedThese with a technology solution for the customer.

**8. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:**

**Sales / Executive Support**      **Tony Riggs**  
Phone: (480) 460-5199 x204  
Fax: (480) 460-5099  
Email: triggs@NeedThese.com

Tony Riggs, an Education Market expert, is the CEO / Director of Sales for NeedThese. During the past two decades, Tony has been a constant fixture within the education community and is well versed in their technology needs and processes. Many of Tony's current customers have been with him through this time. Tony has vast experience with federal, state and local procurement contracts such as 1GPA, Mohave and OMNIA Partners. Tony's technology background comes from his service in the United States Marine Corps where he served as a technologist from 1989-1995.

**Sales Support**      **Diana Loo**  
Phone: (480) 460-5199 x201  
Fax: (480) 460-5099



Email: [dianal@NeedThese.com](mailto:dianal@NeedThese.com)

Diana Loo, a sales and service professional, is the Logistics Manager / Inside Sales Executive for NeedThese. Diana has been part of the high-tech industry since 1995. Diana is meticulous when working with customers and understands the importance of clear communication to make sure the relationship prospers. Diana has extensive experience with federal, state and local procurement contracts that customers use on a daily basis. This helps cultivate a positive rapport with customers. Diana also manages the daily logistical operations pertaining to customer projects that are in the works.

**Marketing / Financial Reporting**

**Justin Woitas**

Phone: (480) 460-5199 x205

Fax: (480) 460-5099

Email: [jwoitas@NeedThese.com](mailto:jwoitas@NeedThese.com)

Justin Woitas is the Chief Financial Officer for NeedThese. Justin is entrusted with developing and nurturing relationships between NeedThese and its suppliers, customers and financial institutions. Justin's thoroughness and attention to detail has ensured that NeedThese and its customers have seamless and accurate business transactions. Justin also plays an integral part in maintaining the procurement contracts that NeedThese uses to allow customers to purchase technology products and services. Justin graduated with Honors from South Dakota State University in 1999.

**9. Define your standard terms of payment.**

NeedThese standard payment terms for Government and Educational institutions is NET 30 Days.

**10. Who is your competition in the marketplace?**

The technology industry is an aggressive one. Not only is the competition abundant and fierce, but many customers switch vendors frequently. Much of the competition in the education community derives from pricing, however if a company seeks to not only compete but thrive in this market on price alone, they will fail. NeedThese has come to realize that since products and prices are all competitive and similar in nature the key to long term customers must come from another area, customer satisfaction and confidence. Customers not only look for and expect continued and consistent satisfaction, but customers also desire to partner with knowledgeable vendors that understand their purchasing restraints and guidelines. NeedThese has proven to be a company that understands education procurement, education policies and displays knowledge on how to avoid pitfalls for both the vendors and the procurement agents. NeedThese understands that a successful relationship between customer and vendor provides an environment for both the company to grow and at the same time provides all sizes of school districts with cutting edge reliable technology and services.

**13. What is your strategy to increase market share?**

NeedThese will continue to utilize and promote our relationship with NCPA as a strong market penetration tool. NeedThese will also focus heavily on trade associations within the education community. Our involvement with these associations allows our customers the opportunity to see that we actively participate within their community. This also allows us an opportunity to view our competitors as they operate within the educational facilities. We can learn from their successes as well as their missed opportunities. This marketing strategy also allows us to learn more about our customers in a shorter period of time. Historically, this has been our most effective marketing strategy.

NeedThese focuses on generating successful leads as well as continuing to strengthen and improve our current customer relationships. We have seen and understand that the education marketplace is a tight community for both vendors and customers. As our customer relationships have strengthened we have noticed the increase in our company's awareness inside not only the customer community but also the vendor community.

NeedThese sales reps also attend school board meetings on a regular basis. This allows NeedThese to experience first hand what the customer's needs are.

Another focus of our marketing strategy is the constant improvement of our image. Image is very important in this community, as one bad situation with a customer can quickly spread throughout the education community, putting a company at a stand still. We must also portray an image of success, as many customers view success as the ability of a company to remain in business for the longevity of contracts they may award. This plays to our favor, as we have already been in business for twenty years. It also signifies to them that our company provides excellent service and products at a competitive price to many customers.

**14. What differentiates your company from competitors?**

NeedThese sales approach has been and continues to be one based on personal contact and hands on assistance in any way to support the customer as needed. NeedThese personnel are constantly onsite clearly identifying their customer's needs, making sure their processes are understood and ensuring solutions are being suggested and provided. We have come to realize that a few moments spent onsite with the customer is worth hours spent on the phone.

NeedThese continues to educate our sales team on the current cutting edge technology which allows us to not only search out education specific technology solutions but also translate the technology from products that meet the "public need" to the education marketplace. That in conjunction with our hands on approach gives NeedThese the advantage to be able to bring into the school environment the best technology solution to meet each individual customer's needs while maintaining a competitive price quote for each solution.

**15. Indicate the implementation steps and time frames needed to implement a Building Energy Analysis and system design with your company.**

NeedThese will ensure all projects are met within the time guidelines requested by the customer. After the *Building Energy Analysis* form is completed, the next steps of mapping out a solution begin – various time frames will be set depending on the complexity of the customer's needs.

***("Energy Asset Score Data Collections" form included within TAB 8)***

**16. List your company's current capabilities for energy management system monitoring.**

Currently, NeedThese partners with various energy management manufacturers that provide daily, weekly, monthly reports on energy monitoring. In many cases reports and monitoring can be customized to the specific needs of the customer in order to reduce wasted time searching through reports. With newer technology like Z-Wave NeedThese will be able to provide customized reports on any z-wave device providing a more in-depth analysis of energy management.

**17. Describe your company's steps for system analysis.**

**See "NeedThese System Analysis Steps" diagram included within TAB 8.**

**18. Describe how your system analysis process utilizes ASHRAE Guideline 14-24 Measurement of Energy, Demand and Water Savings.**

The NeedThese System Analysis process allows for our partners to provide guidelines in accordance with ASHRAE 14-24. NeedThese will offer within this contract the coordinating of the head-end sections of the facility enhancement project. All energy, demand and water savings analysis will also be provided for any z-wave implementation when applicable.

**19. Provide who will provide the administrative support services including the person(s) title, phone number(s), fax number(s), and e-mail(s).**

Diana Loo, Inside Sales Account Executive, Ph: 480-460-5199 x201, Fx: 480-460-5099,  
Email: dianal@NeedThese.com

**20. What benchmarking tools (e.g. EPA's ENERGY STAR Portfolio Manager) does your company use to track and improve property and facility performance?**

NeedThese currently uses the Department of Energy's guidelines/tools to track and improve property and facility performance. Tools include OpenStudio, BuildingSync and other related tools to help improve property and facility performance.

**21. What support documents does your company provide to the government entity after purchase?**

The analysis NeedThese provides in the beginning stages of the project will be provided along with various reports from our completion documentation. All support documentation will come from tools utilized throughout the project to include as-is drawings, energy flows and automation concepts. Also, examples of previous projects completed can be referenced to show proof of concept.

**22. Describe what technical resources your company will provide to support the government entities' projects.**

NeedThese currently has staff onsite in different customer locations around the United States. Our Project Manager has numerous years of experience in building automation that improves energy efficiency in a our customer's locations. NeedThese also provides toll-free support.

**23. Describe the measurement options your company intends on providing the government entities.**

NeedThese will provide measurement analysis on many different and new technologies that help to maintain energy efficiency, such as sensors, gauges and computer generated data. All can be customized into a predetermined report.

**24. Identify the process of receiving a purchase order and implementing an energy analysis contract.**

NeedThese receives purchase orders electronically, through US Mail and via fax. The Purchase Order is then given to the Inside Account Executive for processing. All records are kept electronically, coded with appropriate information and hard copies are filed in the appropriate areas.

The project manager would take the lead in working with the customer's technology department when implementing the energy analysis contract.

25. **What states would your company not honor pricing and services for this contract, in the event that this contract is made available to all states?**  
At this time, NeedThese is able to support all states except Alaska and Hawaii.
26. **Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**  
NeedThese has not been involved in any litigation, bankruptcy or reorganization.
27. **Describe your company's safety program.**  
NeedThese ensures its staff when working in the field is utilizing the safest equipment for the job. Both protection gear and training are provided to ensure a safe deployment.
28. **Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.**  
NeedThese prides itself on it's effectiveness of their safety record. The project manager works diligently to make sure all staff works efficiently and safely on all projects. Staff participate in safety training in various areas of implementation. Documented lost hours to date for this type of contract work is 0 as no injuries have been reported within the last 10 years. If hours were lost our staff is cross trained and our project manager would ensure backup staff available to fill in the gaps left by those not present.
29. **What safety reports does your company provide to the customer upon completion of any project?**  
NeedThese will provide any and all Safety Report documentation if necessary. However, in the front-end productions of these projects NeedThese sees very few safety issues due to the nature of Low Voltage installations.

## **Marketing / Sales**

30. **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:**
31. **A co-branded press release within first 30 days**
- a. **Announcement of award through any applicable social media sites**
  - b. **Direct mail campaigns**
  - c. **Co-branded collateral pieces**
  - d. **Advertisement of contract in regional or national publications**
  - e. **Participation in trade shows**
  - f. **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 amendments, marketing materials**

NeedThese plans to market an awarded contract in a variety of different ways within the first 90 days. A co-branded NCPA and NeedThese press release would be mass emailed to current and potential customers. NeedThese would also announce the news of its awarded NCPA contract via the NeedThese website, NeedThese Facebook page and Twitter feed. NeedThese would update its marketing brochures and collateral to include the newly awarded NCPA contract, these materials are used heavily by sales reps and during tradeshow events. Please refer to question 34 of the Marketing / Sales portion of this RFP for further info on how NeedThese plans to market this contract.

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

Once NeedThese is awarded the contract, introducing the new contract to our current and potential customers will begin. Like the previous and current contracts we hold with NCPA, we would educate eligible entities about the benefits of procurement through the use of contracts. No longer would the customer need to worry about the time consuming bid process. NeedThese would continue to promote the use of the NCPA contract as a way of saving time and knowing they are dealing with a trusted contract holder.

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

NeedThese has built many strong relationships within the education market in Arizona and Texas via their current NCPA contract. Introducing this contract for "*High Performance Building Consulting & Utility Management Solutions, Smart Technology and Related Products and Services*" will add substantial opportunity for continued growth. It will continue to be mutually beneficial for NCPA and NCPA customers.

NCPA customers will regularly hear from NeedThese marketing department, via targeted emails. The NCPA logo will be prominently and properly displayed in these communications.

NeedThese will continue its participation in tradeshow it already attends and will emphasize its continued relationship with NCPA, via its own booth advertising at events such as AASBO, SFB and AZTEA.

In addition, NeedThese will continue to market its services and products under the NCPA contract to non-educational political subdivisions which are also members of NCPA, such as counties, cities and towns in Arizona.

NeedThese will continue to hold a series of training events for the benefit of NCPA customers. These events would be in regard to its product offerings and the advantage members would gain by purchasing products from NeedThese utilizing the NCPA contract. NeedThese is already well regarded in the Educational community and this NCPA Contract adds to cementing these relationships even further.

Finally, NeedThese also partners with other NCPA Contractors providing complementary products. Such partnering enhances both companies' offerings and helps focus customers to purchase from NCPA vendors.

**34. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.**

Once the contract is awarded, NeedThese will announce to it's staff the details of the new contract. Because NeedThese has been awarded procurement contracts in the past, implementation of the new contract into the firm will be relatively quick. Within the first 90 days, NeedThese will have in-house meetings with it's employees to go over the details of the contract and to let them know how to best go about selling the contract to its current and potential customers. NeedThese will announce the awarded contract via its networking portals including the following...

- Personal on-site visits
- NeedThese website
- Email marketing
- Phone calls
- Social Media outlets (Facebook, Twitter, Linked-in, etc.)
- Notifications listed on quotes currently being sent out to customers

Monthly sales reports are currently setup in our internal software, once the contract is awarded,

NeedThese can immediately start to utilize the contract and track all sales and report the results to NCPA in a timely manner.

**35. Describe how you intend on training your national sales force on the Region 14 ESC agreement.**

NeedThese has been on contract with various procurement contracts such as NCPA, OMNIA Partners, Mohave and 1GPA since September 2006. The NeedThese team is familiar with procurement contracts and would be notified of any new changes that would be part of this new contract offered by NCPA. In addition our staff would be notified of pertinent staff within NCPA in which questions may be directed should such a need arise.

**36. 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.**

NeedThese agrees to provide its company logo to NCPA. NeedThese grants permission for reproduction of the logo in marketing and communications and promotions.

## **Administration**

**38. 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).**

NeedThese was awarded a TCPN contract in 2006, 2012 and 2016. The implementation of the contracts was very smooth. NeedThese credits any contract and organization as a contributor to company growth. NeedThese sales revenue in 2005, before being awarded the TCPN contract was 1 million. During the final year of the contract in 2011 NeedThese sales revenue was close to 4 million.

Cooperative: TCPN / National IPA / **OMNIA Partners**

Contact: Robert Zingelmann

Email: [robert.zingelmann@omniapartners.com](mailto:robert.zingelmann@omniapartners.com)

NeedThese has also successfully works with the following cooperative purchasing contracts.

Cooperative: Mohave (Arizona Cooperative Purchasing)

Contact: Mike Nentwig

Email: [mike@mesc.org](mailto:mike@mesc.org)

Cooperative: 1GPA (1Government Procurement Alliance)

Contact: Mike Chouteau

Email: [mc1gpa@me.com](mailto:mc1gpa@me.com)

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

NeedThese currently holds procurement contracts with OMNIA Partners, NCPA and 1GPA that

currently require emailing monthly or quarterly sales reports. This practice would continue seamlessly with this new agreement with NCPA.

40. **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.**

NeedThese has the ability to provide management reports, consolidated billing by location, time and attendance reports, etc for each eligible agency. NeedThese utilizes robust CRM software to document and track all order/project transactions. NeedThese documents each project and archives it for a minimum of 5 years.

41. **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.**

No suggested improvements and alternatives at this time.

## **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.

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

At NeedThese, making sure we partner with manufacturers that implement responsible environmental practices is very important. NeedThese partners with technology companies that practice sustainability and recycling programs that we can pass on to our customers.

For example; NeedThese has sold thousands of Toshiba laptops to school districts in Arizona. Toshiba practices recycling programs that allow the customer to Sell Back, Mail Back, (EPEAT compliant program for laptops and monitors), Donate and Drop Off old technology. This gives the customer options to reverse the trend of depositing potentially harmful technology into landfills.

NeedThese also partners with local agencies that specialize in technology recycling. When a customer needs to refresh their technology, NeedThese facilitates not only the new technology sale but also the recycling of the old technology if the customer chooses.

By including these progressive programs, NeedThese plays its part in helping improve and sustain the environment for the future.

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

43. 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.

**PLEASE SEE THE FOLLOWING PAGES FOR VENDOR CERTIFICATIONS**

- Brocade Certified Reseller
- HP / Microsoft Frontline Partner
- Ingram Micro Authorized VAR
- Intel Gold Member
- Microsoft Authorized Education Reseller
- Paxton
- Samsung Authorized Reseller and valued Power Partner
- Z-Wave Alliance Member\*
- Comscope Certified\*
- Leviton Certified\*
- Panduit Certified \*
- Corning Certification\*
- Ortronics Certification\*
- Amp Certification\*

\*Certifications can be provided as requested



## Authorizations



May 3, 2011

Subject: Brocade Reseller

---

To Whom It May Concern,

Brocade develops extraordinary networking solutions that enable today's complex, data-intensive businesses to optimize information connectivity and maximize the business value of their data. Brocade sells its products through OEM relationships, distributors and resellers.

This serves to confirm that as of the date of this letter, NeedThese is a member of Brocade's Alliance Partner Network. As a member, NeedThese is approved to resell Brocade products and services.

Sincerely,

A handwritten signature in black ink that reads 'B. Spicek'.

Barbara Spicek  
Vice President, Global Channels  
Brocade Communications Systems, Inc.

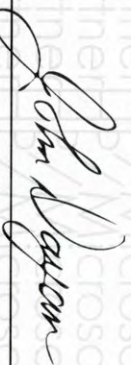
Brocade Communications Systems, Inc.  
130 Holger Way.,  
San Jose, CA 95134, U.S.A  
T. 408.333.8000 F. 408.333.8101  
www.brocade.com

Brocade Communications Switzerland Sàrl  
29, rte de l'Aéroport, CP 105, 1215  
Geneva 15, Switzerland  
T +41 22 799 56 40 F +41 22 799 56 41  
Company Register n° CH-660-9280004-4,  
VAT n° 638 132

**Authorizations**

NeedThese

HP / Microsoft Frontline Partner



**John Doyan**  
Vice President, Marketing and Business Development,  
Personal Systems Group – Americas  
Hewlett Packard



**Michael Park**  
Corporate Vice President,  
U.S. Small and Midmarket Solutions & Partners Group  
Microsoft Corporation

Transforming technology into business results



## Authorizations



Government / Education Division

To: Tony Riggs, CEO  
NeedThese  
P.O. Box 7400  
Tempe, AZ 85281

From: Jeffrey Van Zee

Re: NeedThese - Ingram Micro Authorized Reseller

---

To Whom It May Concern;

NeedThese is and has been a valued business partner in good standing with Ingram Micro since July 2001. As the world's largest distributor of technology product, Ingram Micro sells over 170,000 products from 1300 Manufacturers and NeedThese is authorized to purchase for resale, many of these products including the following manufacturers:

NICEWARE	PROCREATE	NUANCE
HEWLETT PACKARD	DISKEEPER	MICROSOFT
SONY VAIO NOTEBOOKS	PALM	RICOH
PANASONIC TOUGH	FILEMAKER	LENOVO
BOOKS	SONY CLIE	INTEL
SYMANTEC ACAD	SONY	TOSHIBA
SYMANTEC GOVT	YOSEMITE	SPRINT
GOOD TECHNOLOGY	TREND MICRO	COREL
HEWLETT PACKARD	LINKSYS	POWERDSINE INC.
FOURIER	ETILIZE	CISCO
JUNIPER	SHARP	VMWARE LICENSING
ADOBE	KENWOOD	

Please feel free to contact me directly should you require further information.

Sincerely,

Jeffrey Van Zee, Ingram Micro  
Western U.S. Business Development Manager  
Government / Education Division  
714-830-8905



## Authorizations



## Needthese

has attained Gold Member status in the Intel® Technology Provider Program. Intel is honored to recognize the achievement with this certificate.

Valid January, 2012 - December, 2012

*Steve A. Dallman*

Steve Dallman, Vice President  
Sales and Marketing Group General Manager  
Reseller Channel Organization



No agency, partnership, joint venture, franchise, or employment relationship is created between Intel and company, and Intel makes no claims or representations on behalf of company as to the quality of products or services company offers.  
© 2012, Intel Corporation. All rights reserved. Intel and the Intel logo are trademarks of Intel Corporation in the U.S. and other countries.  
\*Other names and brands may be claimed as the property of others.

**Authorizations**

THIS CERTIFIES THAT

**Needthnese.com**

IS A

**Microsoft®**

**Authorized Education Reseller**



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

Allison L. Watson  
Corporate Vice President, Worldwide Partner Group  
Microsoft Corporation

## Authorizations




This is to Certify  
**NEEDTHESE.COM**  
is authorized as a  
**Microsoft Authorized Education Reseller**  
- Academic Volume Licensing  
from **2 April 2012**  
until **1 April 2013**  
Authorization Number : **36158**

**Microsoft**  
**Authorized Education Reseller**

Thank you for your commitment as a Microsoft Authorized Education reseller. Your great work is helping students and teachers everywhere realize their full potential through creative ICT solutions. By achieving this certification, you have demonstrated that you have the appropriate knowledge and expertise to deliver excellent service to your customers and stand out from the competition.

**Anthony Salcito**  
VICE PRESIDENT, Worldwide Public Sector Education

# CERTIFICATE OF COMPLETION

  
Paxton

Paxton recognizes

Tony Riggs

Of Need These

For successfully completing

*Paxton Access Training & Industry Overview Course*

Issued this 15th day of September, 2015



CEU Course #: 12-3268  
CEU Credits: 4

Approved for NTS  
renewal credit by the  
Electronic Security  
Association





Approved by  
Devon Felise, National Sales Manager



Event ID: OV-PAX-FI-0212-1  
(3) CEC's for the following:  
RCDD, RITP, ISS, Installer 2,  
Technician, & Certified Trainer



# SAMSUNG

DIGITAL INFORMATION TECHNOLOGY DIVISION

recognizes

## Needthese, Inc.

as an Authorized Reseller and valued **Power Partner**



Kirk R. Maier  
Vice President, Commercial Sales



# Tab 5 – Products and Services

---

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

## **Product Name:**

- Brand:
- Brief description:
- Type of technology being used:
- 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:
- Special terms and conditions for this product:
- 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:
- Attach case studies:
- Features and benefits:

## **Type of Service:**

- Brief description:
- Process from setup to completion:
- Measurable baseline:
- Performance matrix:
- Reporting matrix:
- Attach case studies:
- Personnel available for support (internal or subcontracted):
- Special terms and conditions for this service:

## **Tab 5 – Products and Services**

### **“Complete Education Classroom Solutions”**

Technology is always changing! Technology certainly affects the way teachers teach and how students learn and the way each communicates with each other. NeedThese provides technology solutions for the classroom environment. NeedThese integrates proven and innovative technology solutions into the classroom in a perfected step-by-step process. These technology solutions create an enhanced way of learning for the students.

*What does the “Complete Education Classroom Solution” look like? What steps are involved in setting the solution up within an existing classroom? What key role does Automation in the school environment play?*

The “Education Classroom Solution” is made up of many different technology devices that are able to communicate with each other in a classroom environment to better the teaching experience by engaging students and allowing them to interact. Utilizing integrated technology further advances the student’s knowledge raising the chances of successful career integration upon graduation. The solutions we integrate allow for the learning process and the school’s curriculum to better be integrated efficiently and effectively. In order to have a successful integration of technology into a classroom the district and classrooms infrastructure must be up to the challenge of supporting multiple devices running simultaneously. Along with all the technology being used, there are many essential accessories that are needed to maintain the integrity of the equipment to ensure the technology works for years. With all this new technology being implemented into the classroom environment, how does automation play a key role in keeping energy costs down along with keeping classroom activities efficient? NeedThese works to ensure the technology integrated into the classroom and at the district level is capable of being energy efficient, regulated with a centralized automation system and offers time savings while being utilized in the classroom. The automation of many of these tools will allow for an increase in teaching time without the need to extend the school day and will help eliminate human errors. The following list is an example of items you would find in an average classroom utilizing the NeedThese complete education classroom solution.

**Classroom Devices:** NeedThese provides many different technology devices and accessories for the classroom environment such as desktop computers, notebooks, tablets, tablet cases, chromebooks, etc. This use of technology helps connect learning inside and outside the classroom. The integration of automation exist in both the grading capabilities of the teachers and the

ability to track and maintain these portable devices.

**Classroom Presentations:** Using these powerful technology tools in the classroom environment helps educators create classroom presentations that keep students engaged and on task. It is believed that it is much easier to keep students focused due to the increase in use of technology in the classroom. With the implementation of multi-touch large format displays (LFDs), overhead audio and headphones, teachers are able to break through the distractions and effectively engage students in class. Automated technologies such as these can be moved by the simple touch of a tablet or phone and move the LFDs out of the way for other instruction to continue. The overhead audio can provide automated instructions allowing the students and teachers to stay on task.

**Classroom Infrastructure:** With the increase of technology being used in the classroom, existing network infrastructure may need to be upgraded. Many existing wireless networks struggle to meet user demand. Managing data is an ongoing need which continues to grow as the amount of data students create within the classroom increases. Twenty students using technology within the classroom simultaneously can create a large demand for an infrastructure that operates at maximum efficiency and security. Wireless access points, managed security appliances, firewalls, smart ups devices, servers, networked surveillance cameras and printers are a few infrastructure devices. Many people overlook cabling and the effects it has on the technology environment – NeedThese looks at when, how and what was installed for cabling to try and eliminate bottlenecks wherever possible. Automation will typically start with the infrastructure allowing for network wide monitoring and control. IT Directors can have LFDs mounted in their offices showing what is “on” or “off” in the schools allowing for greater energy efficiency and even student safety when it comes to controlling locks on doors at entryways.

**Classroom Essentials:** Items needed to store, charge and protect technology are essential to keeping the classroom efficient and making sure items are protected and ready for future use. Such items include protective cases, keyboards, mice, storage and charging carts/stations. Even the automation of accessories and storage carts can be implemented from monitoring tablet charging to tracking of accessories/supplies for accountability purposes; it all can work together from beginning to end.

What steps are needed to implement this solution? NeedThese likes to follow the “5-P Rule,” Proper Planning Prevents Poor Performance.” NeedThese works with the key decision makers within the school district to plan what technology will be used, how it will improve teaching and how will it help time be used more efficiently. Applying this logic is essential in creating the “Complete Education Classroom Solution” that works best for the school district.

- ***What technology devices will be used in the classroom?***

- ***How will this technology improve teaching?***
- ***How will this technology help time be used more efficiently?***

What key roles does “Automation” play within the school environment? School districts are very concerned about staying green, keeping their carbon footprint small, but how is this accomplished when the use of technology is increasing within the classroom? Using Z-Wave technology allows items such as lights, door locks, thermostats, sensors and water control to wirelessly and securely communicate with a phone, tablet or desktop computer. This easy to use and install technology allows for significant energy and time savings. Z-Wave is a low-energy, efficient technology that is scalable and can control up to 232 different devices with a single controller. Many controllers can be used together in a single environment and even across the network – the Wynn Hotel in Las Vegas has 65,000 Z-Wave devices running its room automation. Z-Wave operates on a different frequency than Wi-Fi so there is no interference. Here are a few benefits for utilizing Z-Wave controlled automation into the “Complete Education Classroom Solution.”

- **Easy to install**
- **No new wire – it’s wireless**
- **Any tech product with Z-Wave logo on the box communicates with any other**
- **Secure – same encryption as online banking**
- **UL Certified**
- **Variety of choices**
- **Energy & Time savings**

#### **Z-Wave Technology Essentials:**

- Low Powered RF communications technology that supports full mesh networks without the need for a coordinator node
- Operates in the sub-1GHz band; impervious to interference from Wi-Fi and other wireless technologies in the 2.4-GHz range (Bluetooth, ZigBee, etc.)
- Designed specifically for control and status apps, supports data rates of up to 100kbps, with AES128 encryption, IPV6, and multi-channel operation

- The Z-Wave PHY and MAC layers are defined by ITU-T Recommendation G.9959.
- The frequencies used by Z-Wave are listed in Z-Wave Alliance Recommendation ZA-D12837, "Z-Wave transceivers - Specification of Spectrum Related Components"
- Full interoperability through layer 6 with backwards compatibility to all versions.
- Successfully bridged and trialed with OpenADR, SEP 1, SEP 1.1 and other Smart Energy protocols.
- Shares the same position in the NIST / SGIP Catalog of Standards as the IEEE 802.11 and 802.15 and 802.16 families

Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technology and software. Please reference the following examples of Commercial Automation Applications for the following solutions offered within the "Complete Education Classroom Solution," they can be located in the following pages listed as...

- **Solution #1 – Conference Room**
- **Solution #2 – Playground**
- **Solution #3 – Classroom Lab**
- **Solution #4 – Hallways**
- **Solution #5 – Gymnasium**
- **Solution #6 – Office Hallway**
- **Solution #7 – Lunchroom / Auditorium**
- **Solution #8 – Library**
- **Automated Energy Management—HVAC**
- **Automated Energy Management—Multiple Technologies Integration**
- **Automated Energy Management—Shading**
- **Automated Energy Management—Water**

In summary, NeedThese is revolutionizing the “Complete Education Classroom Solution.” The engineering, testing and integration of curriculum is unmatched by any as NeedThese works closely with School Districts to integrate Technology, Professional Development and Automation while intimately working on Lesson Plans, Curriculum and back-end office software integration. NeedThese provides the schools with the proven technology that streamlines the classroom learning environment. NeedThese works with the key decision makers at the school district to help plan what technology will be implemented and how it will benefit teaching and efficient use of time. Automation is used to help reduce the amount of energy waste with the increase of technology use within the school district. NeedThese uses these components to create and implement successful deployments of the “Complete Education Classroom Solution!”

## Commercial Automation Application

No need to bother the tech department when a conference is in session. Just choose a pre-set scene based on the rooms needs or provide access to all hardware through the employees ID badge. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

### Solution #1 – Conference Room



Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.



## Commercial Automation Application

Imagine sending the kids out to play on the playground and not worry about students burning themselves on hot parts of the playground or if it is too hot. Your sensors and water regulators work in conjunction without human interference to cool the area down prior to students entering the playground! The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

### Solution #2 - Playground



Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

## Commercial Automation Application

Teachers can now interact with their rooms without bothering classroom time or staff by simply adjusting the temperature or moving the Controlled Vents to blow air differently. If the teacher closes the vents why keep the air running – it will turn off automatically! The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

### Solution #3 – Classroom Lab

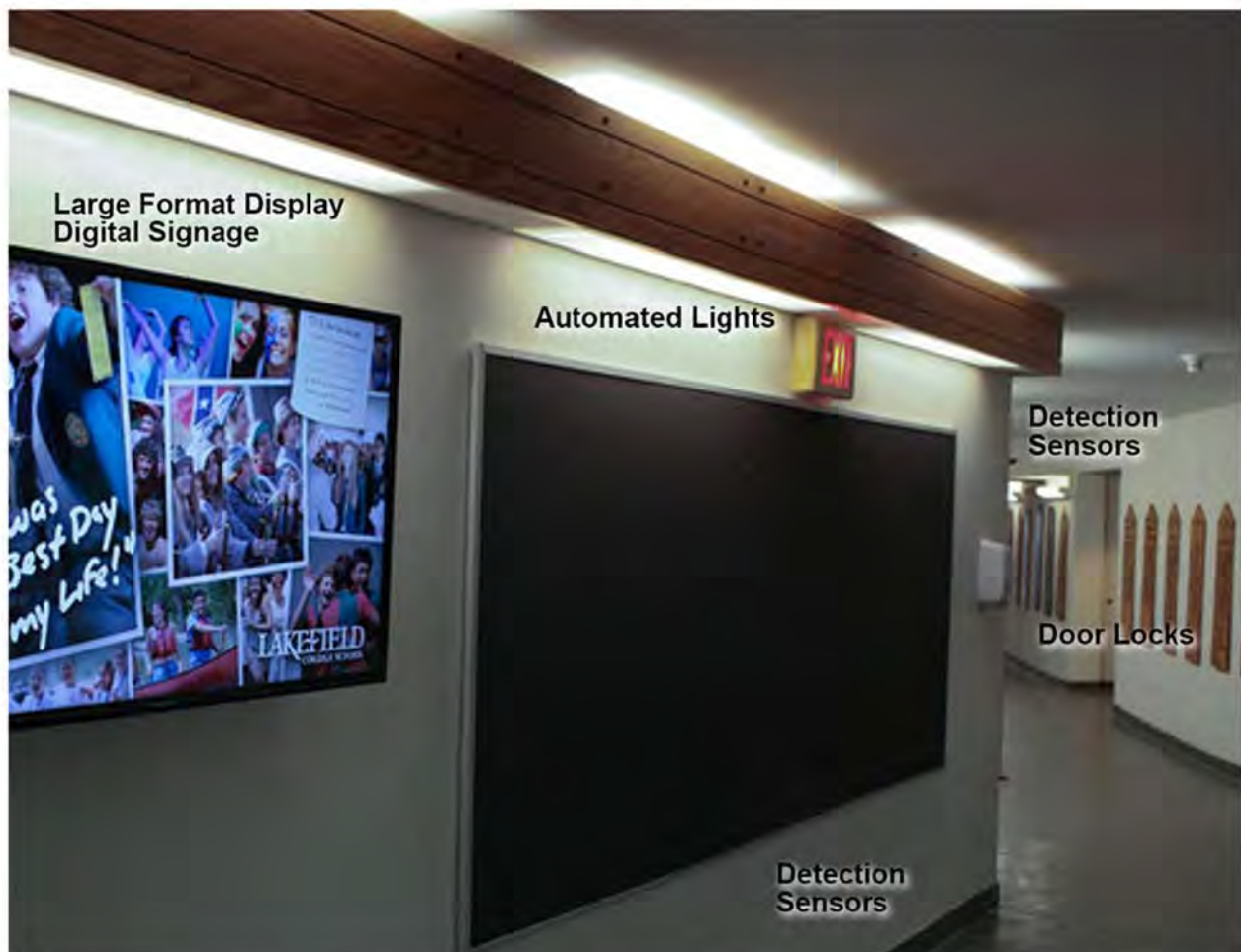


Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

## Commercial Automation Application

Imagine standing in front of the digital screens and actually getting content you need because it will launch while you are standing in front of it. Have lights follow people along with locks to ensure safety and less wasted resources in the building. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

### Solution #4 - Hallways



Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

## Commercial Automation Application

Set the perfect scene for graduation – keep the parents perfectly cool in all areas of the gym and put on the performance of a lifetime with the simple touch of a button. Know when the doors are being opened even when an even is going on – imagine the safety! The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

### Solution #5 - Gymnasium

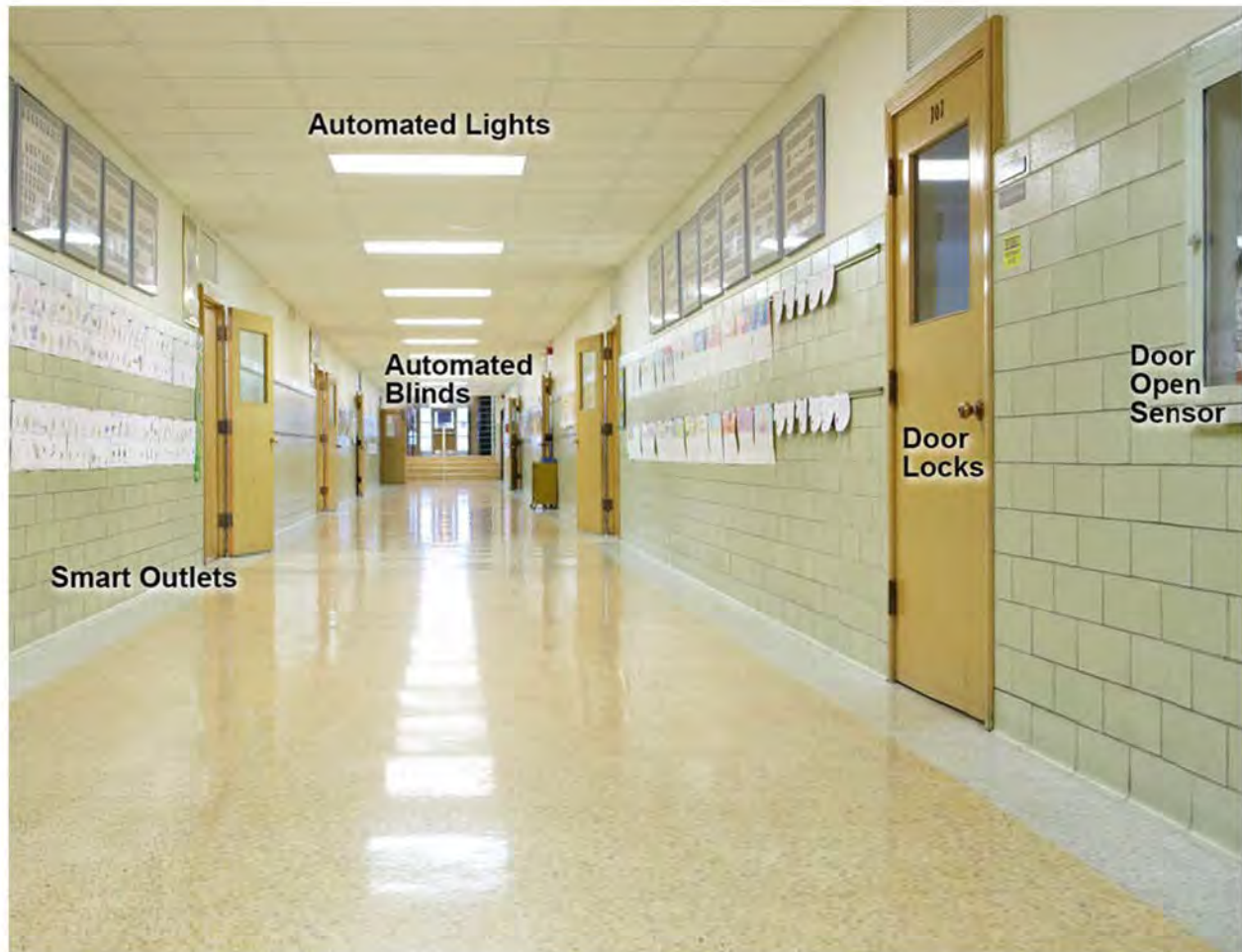


Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

## Commercial Automation Application

Save energy in between classes by dimming the lights and when people are in the area have them back at full brightness! Safety, safety, safety – always know when someone is exiting or entering a classroom. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

### Solution #6 – Office Hallway



Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

## Commercial Automation Application

Save time by getting students and parents in and out of the facility in an organized and automated fashion all the while providing security and proper heating or cooling. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

### Solution #7 - Auditorium



Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

## Commercial Automation Application

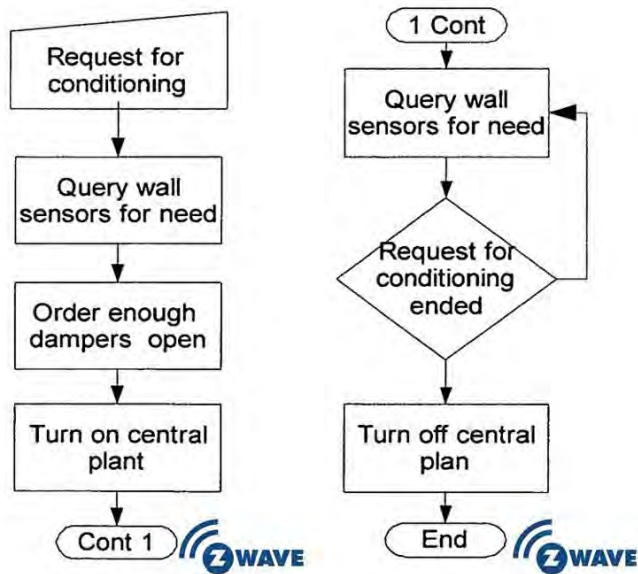
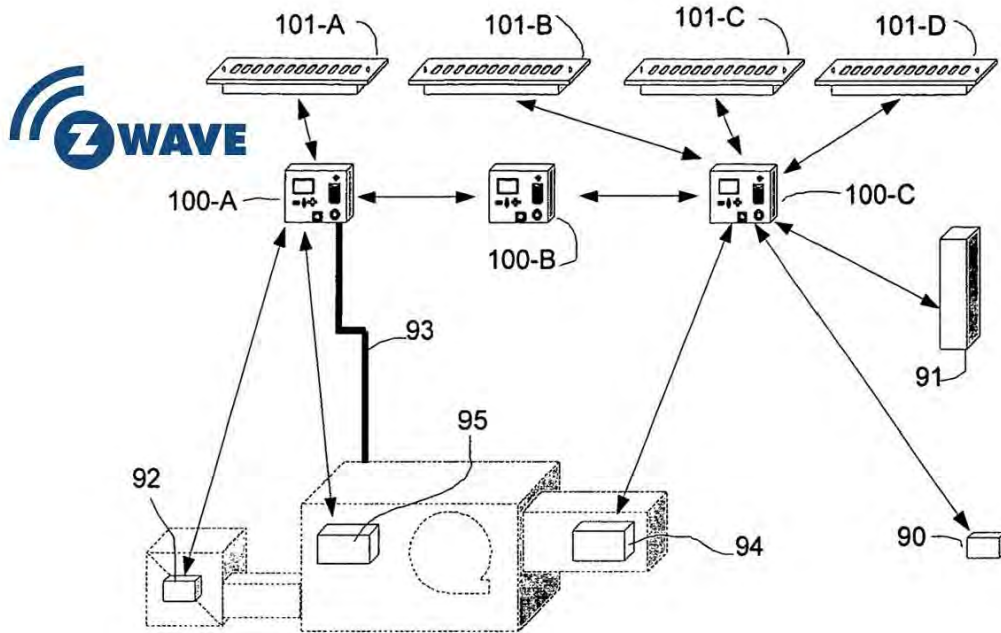
Have students check out books seamlessly. Use scanners and locking solutions to remind students to check out the book instead of walking out with it. Adjust the lights for how many students are in the Library at any given time. The intent of this document is to show commercial automation applications in real world environments using cost effective energy saving devices, utilizing an open source mesh protocol with both hardware and software applications.

### Solution #8 - Library



Commercial Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

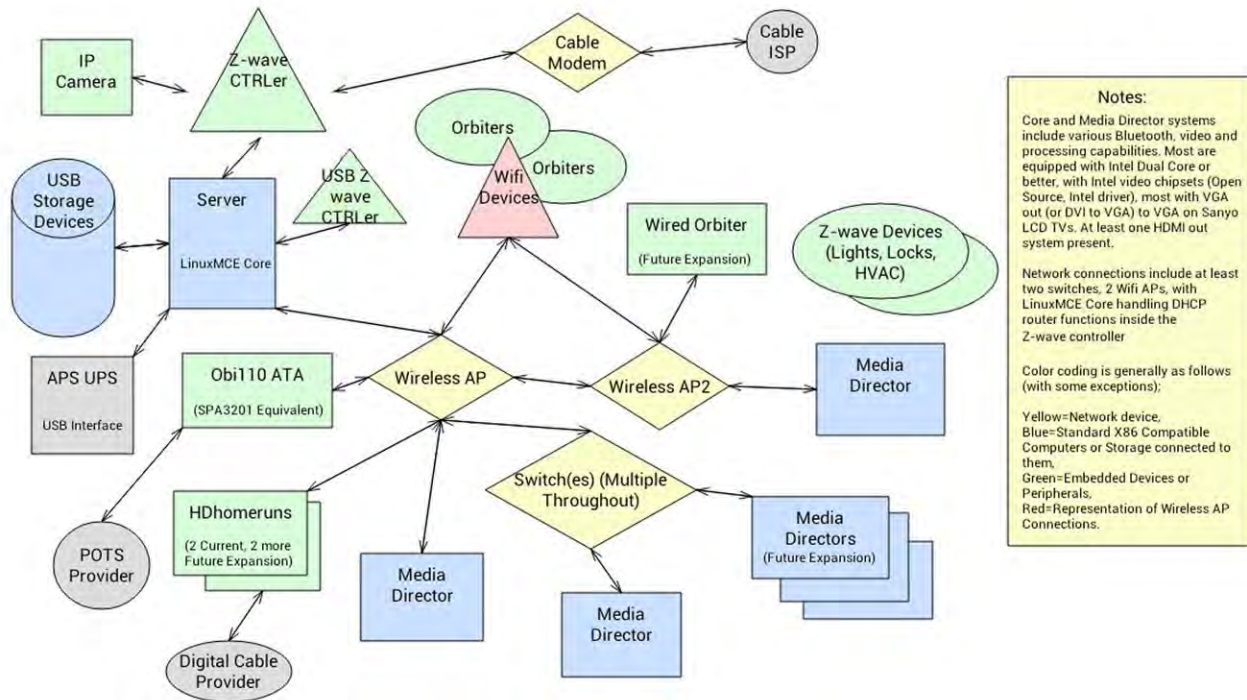
### Automated Energy Management - HVAC



Automated Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.



## Automated Energy Management – Multiple Technologies Integration



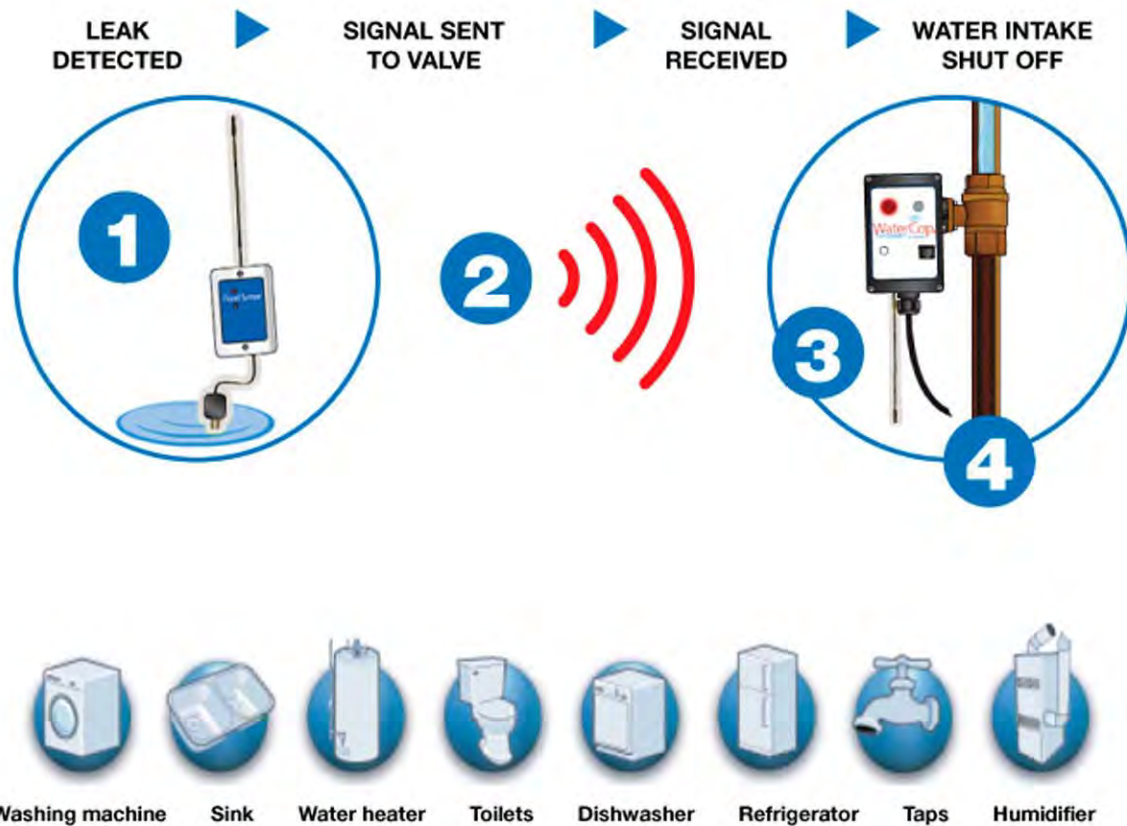
Automated Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

## Automated Energy Management – Shading



Automated Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

## Automated Energy Management – Water



Automated Energy Management Applications are offered as a whole solution to include such technologies as Z-Wave, Zigbee and other related protocols in conjunction with internet based technologies and software.

## **Member Companies of the Z-Wave Alliance**

The member companies of the Z-Wave Alliance are driving the smart home revolution through technological innovation and award-winning products for virtually every residential and light commercial application -- all of them based on Z-Wave. Z-Wave Alliance members provide interoperable, cross-brand solutions that provide choice for consumers and professionals.

Please see the following pages for a list of companies that are currently part of the Z-Wave Alliance.

## Principal Members

 ADT	 FAKRO	 Ingersoll Rand	 Jasco
 LG U+	 Nortek Security & Control	 Sigma Designs	 SmartThings

## Full Members

 Abilia	 ACTE A/S	 Aeon Labs	 Alert Me	 Alleato
 Allion Labs, Inc.	 Amdocs	 Andersen	 Assa Abloy	 Astralink
 Athom	 BANDI COMM TECH	 BeON Home, Inc.	 BFT	 Boca Devices LLC
 Bosch	 Buffalo	 Bulogics, Inc.	 CBCC Domotique	 Centralite Systems
 Centralink	 Clare Controls	 Cleverloop	 Climax Tech	 Cloud Media Sdn. Bhd
 COMMAX Co., Ltd.	 Computime	 ConnectedObject	 ConnectHome	 Cooper
 D-Link Systems, Inc.	 Danfoss	 Develco	 devolo AG	 Diehl

 DigitalHomeSystems	 DOME by Elexa	 Dracor	 DSC	 DTV Research
 Dune HD	 Ecolink	 EcoNet Control	 Enblink	 Enerwave, Inc.
 EUROtronic	 Everspring	 Everyoo	 Evolve	 Express Controls
 Fibar Group	 Flextronics	 Forest Group	 FortrezZ	 GKB Security
 Globalscale Tech.	 GOAP	 Good Way	 GreenWave	 GTO
 Handan	 HomeSeer	 Honeywell	 Horstmann	 HOSEOTELNET
 Huawei	 Icontrol Networks	 ID Lock AS	 ID-RF	 IEXERGY GmbH
 Inteno	 Interlogix (UTC)	 Inwido AB	 iRevo, Inc.	 Iris by Lowe's
 ISmart Alarm	 ISurpass	 Iwatsu Electric Co.	 Kamstrup	 Keysight Technologies
 Korea Telecom	 Kumho Electric, Inc.	 Leak Intelligence	 Legrand	 Kwikset
 Leviton	 LG Electronics	 LG Innotek	 Locstar	 Logic Soft

 Logitech	 Lyse	 M2M Solution	 MCOHome	 MCT
 Mercury Corporation	 Milanity	 MIOS, LTD. (Vera)	 Mitsumi	 Mobilus
 MODACOM	 Motion Control	 Napco	 Neeo AG	 Ness
 Nexa AB	 Numerex	 Orbit	 PassivSystems	 Pella
 Philio	 Poly-Control	 Portland Landport	 Powerhouse Dynamics	 Prodrive
 ProSyst	 Pyronix	 QuadJoy/Street Elect.	 Qolsys	 Quby
 Rademacher	 Radio Thermostat	 Radios, Inc.	 Raritan	 RCS
 Remotec	 Resolution Products	 ROC-Connect	 RPH Engineering	 RTI
 Samsung SDS	 Securifi	 Sentek	 Sensative.com	 Sercomm
 Sheenway	 showhome	 SimplePM	 Somfy	 Soda
 StarVedia	 Stelpro	 STRATTEC	 Swann	 Systech
















 Taiwan Fu Hsing	 Technicolor	 Tecom	 Telguard	 Teldus
 Thermo-Floor	 Theobroma	 There	 TIME VALVE, Inc.	 TKB
 Tridium	 Tronico	 Universe Future	 U-Creation	 U-Fairy
 Venstar	 Vera Control (MIOS)	 Verizon	 Vision	 Webee
 WeBeHome	 WiDom	 Wink	 WinyTechnology	 Wintom
 WRT Intelligent Tech.	 World Excel	 Yale	 Z-Wave Tecnoigia	 Z-Works Inc.
 Z-Wave Europe	 Zipato	 Zonoff	 ZyXEL	

## Affiliate Members

 ACNC	 ADI	 AdMax	 Aizyc Technology	 Alarm Grid	 ANSARI
 Asiteq	 Asoni	 Aumüller	 Beaumotica	 BEG	 BeNeXt B.V.



 BrickHouse Security	 Clear2there	 ComfortClick	 Core	 Cross Hardware	 CS
 Cuculus	 Cytech	 Domadoo	 Domotika.BG	 Domotique Store	 Dortlink
 Dormier Software	 Echo Labs	 Edge Electronics	 Electronic Solutions	 eliving.se	 Elk Products
 Essence	 Flatout	 Focal Point	 Freedom Grow	 GT&T	 GreenPocket
 Hartsco	 HDL	 Horus	 Hunter Douglas	 Ionics EMS	 iP Datatel
 IW Holding	 Jintaobao	 Liferoome	 Living Innovations	 m punkt nu Sverige	 Martin Renz
 Mate, LLC	 Monoprice	 Muratec	 Nonnatech	 Novatec	 Paraverde
 PipesBox	 PlumChoice	 Popp	 Promixis	 PSI	 Queenlock
 Rejoin	 Shenzhen Fiberto	 SecureNet Tech	 Select One	 Shilpa	 Skyco Shading Systems, Inc. Skyco
 Slice of Lime	 TheSmartestHouse.com	 SmartHome-Products	 Smart Life	 Smart Living	 SmartTechno
 TAMED	 Stringify	 Techmatic	 Technolution	 Thaos	 Thinkbox Berlin

 <p>TrickleStar</p>	 <p>Universal Devices</p>	 <p>URC</p>	 <p>Vauban Systems</p>	 <p>Vesternet</p>	 <p>Viewbiquity</p>
 <p>Vivint</p>	 <p>Worthington</p>	 <p>Xim, Inc.</p>	 <p>ZA Smart Homes</p>	 <p>Z-Wave Products</p>	 <p>Z-Wave Russia</p>
 <p>Z-Wave.Me</p>	 <p>ZiK, Co</p>	 <p>ZWaveWorld</p>			

# SENTRY HEALTH KIOSK™



**Sentry HEALTH Kiosk** is a non-contact kiosk that automatically reports body temperature, manages access control, and creates a comprehensive audit trail.

The system leverages MPS' patented technologies to provide **best-in-class safety and peace of mind** for consumers and employees in both public and private premises. It can also augment security measures with an optional facial recognition function.

## FEATURES

- ✓ Non-contact, fully automated kiosk
- ✓ Detects user's body temperature within 2.6 feet of kiosk
- ✓ Rapid temperature reading
- ✓ Customizable acceptable temperature thresholds
- ✓ Verbal warning/success message plus LED visual indicators
- ✓ Optional facial recognition to allow entry for medically evaluated individuals and document temperature readings
- ✓ Access control integration with gates and door access
- ✓ Live video communication on demand with HR, security or health professionals
- ✓ Displays public service announcements, news feeds and other important information
- ✓ Automated hand sanitizer dispenser
- ✓ Occupancy tracking and control
- ✓ API integration to third party bio-metric systems
- ✓ Multilingual (can program with all major languages)
- ✓ Optional connectivity with mobile apps
- ✓ MADE IN USA
- ✓ Cost: Upfront hardware + monthly software license
- ✓ Optional Services: Installation, software integration, etc.



# TECHNICAL SPECIFICATIONS

## SENTRY HEALTH KIOSK™



### DIMENSIONS

72" H x 11.280" W x 8.445" D



### LED INDICATOR LIGHT

Configurable | Red, Green, Yellow | Solid or Pulsing

### HD CAMERA

Resolution: 1024 x 768 pixels @ 7.5 frames per second

### MICROPHONE

Frequency sensitivity: 20 Hz to 20,000 Hz (20 kHz)

### SPEAKER

Frequency range: 500 Hz (0.50 kHz) to 20 kHz

Sound pressure level (SPL) @ 10 cm: 80 dBA

### INFRARED NO-TOUCH HEALTHMETER

Focal distance: Within 2.6 feet

### TOUCH SCREEN

Dimensions: 8" screen with 15:9 aspect ratio  
(174.0 mm W x 104.4 mm H); 800 x 480 pixels  
Display file formats: PNG, GIF, JPG

### AUTOMATED HAND SANITIZER DISPENSER

With 2-gallon container in base of kiosk

### COMPUTING

Linux operating system; CPU runs kiosk software and network communications.

Real-time connectivity to cloud network

### MOUNTING REQUIREMENTS

½" x 6 ½" bolts into concrete or standalone base

### MEDICAL-GRADE INFRARED SENSOR

Sensitivity: 0.2 degree error within 2.6 feet

Power: USB - 3.7

### POWER

120-220V AC

### COMMUNICATIONS

CAT5/6 Ethernet with RJ45 connectors, WiFi, Cellular

### OPTIONAL COMMUNICATIONS

Bluetooth, NFC, RFID

## Tab 8 – Value Added Products and Services

---

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

## **Tab 8—Value Added Products and Services**

***Please see the following pages for additional “Value Add” items.***

- 1. “Operational”
- 2. “Shipping”
- 3. “Customer Service and Reporting”
- 4. “NeedThese Additional Value Added Services”
- 5. “A Partner’s Partner” Master Agreement Document
- 6. “Certificate of Insurance” Document
- 7. State of Arizona “Certificate of Good Standing”
- 8. Energy Asset Score Data Collections Form
- 9. NeedThese System Analysis Steps Diagram

## **ADDITIONAL VALUE ADD:**

### **1. Operational:**

#### **The following is how NeedThese will interact with NCPA**

NeedThese offers an 800 number and local numbers, along with email communication.

NeedThese also has a robust web based sales system which we plan to fully utilize. NeedThese will have a single point of contact in Tony Riggs, whom will be responsible for all communication involving NCPA.

Depending on the need for communication (RMA, Pricing, or Contract Issues, etc.) NeedThese uses a system to ensure the appropriate personnel will be in contact with the appropriate NCPA entity.

All contacts with customers are logged. Issues are tracked to completion via a routing system that keeps the appropriate person in the loop. Issues will be kept open until a documented response is provided via phone or email to the NCPA entity or participant within the requested timeframe.

#### **NeedThese operational methods and procedures for Distribution Center Security, include...**

- Audit Control Logs - All records and audits are kept electronically with backup copies either on paper and/or digital off-site backup.
- Receiving - All products are received into our software system at the time of delivery.
- Production - Production personnel for NTROX Computers are on-site at NeedThese. The systems are assembled in a professional manner and fully tested for 24-48 hours before shipping to the end user.
- Shipping - NeedThese either delivers products via its delivery vehicles or utilizes FedEx/UPS where appropriate. All products are shipped in well packaged boxes and/or containers.
- Personnel - All personnel are trained for their position in our warehouse and production area. All orders, shipments or deliveries, and transactions are completed electronically so that all concerned may know the status of the product or order at any time.

NeedThese has close ties with Ingram Micro, whose distribution centers are strategically located throughout the United States. NeedThese also maintains a local distribution warehouse for common products that are purchased by customers on a regular basis. NTROX Computers, a NeedThese brand, and computer parts are maintained at a secure location on demand by the customer.

#### **Indicate if your company will accept all forms of purchase orders.**

NeedThese is not aware of any situation where a purchase order has been unacceptable from a school or government entity. NeedThese will accept purchase orders electronically, through US Mail and via fax. NeedThese will also accept partial, complete, LVPO (Limited Value Purchase Orders) and Open Purchase Orders.

#### **The following credit requirements are needed by the government entity in order for NeedThese to accept a purchase order?**

Our standard policy is to send out a credit application requesting limited credit information. NeedThese

verifies with the appropriate agency or the administrative agency to ensure the entity requesting product (s) is legitimate. NeedThese will also call the entity's purchasing department to verify the person requesting product(s) is an authorized agent for the entity.

**NeedThese process of receiving a purchase order.**

NeedThese receives purchase orders electronically, through US Mail and via fax. The Purchase Order is then given to the Inside Account Executive for processing. All records are kept electronically, coded with appropriate information and hard copies are filed in the appropriate areas.

**Does NeedThese require Tax Exempt Forms be provided by government entities for each PO?**

In cases where we are required to keep tax exempt states on file, the tax exempt form needs only to be supplied once and only updated when status changes.

**Describe how your company will invoice the government entity.**

NeedThese will invoice upon receipt of the product to the billing address listed on the Purchase Order. All invoices will be mailed via US Mail or electronically should the entity request it. The process is as follows:

- Goods are delivered and packing list is signed by the customer
- Packing list is returned to NeedThese
- Invoice is generated
- Invoice is mailed to billing address

**Invoicing options NeedThese offers and the payment terms for each.**

NeedThese will invoice via US Mail or electronically should the entity request it. The standard terms of payment are Net 30 Days. Payment terms may be extended upon the approval of NeedThese per entity request.

**What does your company do to ensure bills are received within a reasonable timeframe and issued to government entities for payment?**

NeedThese checks daily reports and matches invoices with daily documents. Customer purchase orders are sent to entities to allow for prompt payment. NeedThese also runs reports weekly to ensure entities are not late on payments.

**2. Shipping:**

**What type of shipping (USPS, UPS, FedEx, etc.) do you use? Is it possible for the government entity to choose?**

NeedThese primarily ships via FedEx, however USPS, UPS and DHL are utilized. For local deliveries



the NeedThese delivery vehicles are utilized. It is possible for a government entity to recommend a carrier of their choice.

**Are you able to drop ship orders directly to each of our members or their recipients?**

Yes, NeedThese will drop ship products to members of this contract.

**Purchasers shall not be charged for shipping and handling, or for any service changers. The vendor agrees all deliveries will be F.O.B. destination.**

Yes, NeedThese agrees with the terms and conditions outlined in this contract in regards to F.O.B. destination, except where specified by the customer for special deliveries such as overnight shipping.

**Do you have special rates with your shipping company based on volume?**

N/A, NeedThese is agreeing to the Terms and Conditions of this contract, freight at no cost for normal delivery.

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

Should NeedThese ship via FedEx, UPS, DHL, USPS or other carrier, tracking numbers are routinely emailed to the customer to notify them of when to expect delivery.

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

In the event of a shipping delay, the customer is notified as to the ETA. Customer may also call their Account Executive to get status of the order. Customers that request a product be shipped to them by a certain day will have the Account Executive track the shipment and notify the customer of any delays.

**3. Customer Service and Reporting:**

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

The Customer Service Department is open from 8am-5pm MST Monday thru Friday. The customer may also email customerservice@NeedThese.com at any time and expect a response within 24hrs.

**Describe how your company handles after-hours customer service needs.**

Should a need arise after hours, the customer may place a call to their Account Executive or email customerservice@NeedThese.com. Most issues can be addressed immediately or within one business day.

**What is your time to turnaround for orders?**

The NeedThese turnaround time for orders is 3-5 days for parts and 8-10 days for systems. Special needs, concerns and timeframes can be negotiated with the customer.

**4. NeedThese Additional Value Added Services:**

- Staff knowledgeable in the education community
- Toll Free 800 number for Sales and Technology support
- Single point of contact for NCPA personnel
- Customized computer configurations maintained for a minimum of 6 months excluding major industry changes
- Parts closets are available at participating NCPA member sites when a minimum agreeable amount of systems or parts are purchased at one single location
- Single billing point of contact
- Frequent specials to NCPA customers and pass through discounts from manufacturers
- Custom HTML reporting for NCPA based on our sales
- Promotion of NCPA to school districts for maximum utilization of the contract
- Asset tag and complete the districts electronic or asset tag form
- Friendly and courteous staff

## **5. “A Partner’s Partner” Master Agreement Document**



### **A Partner’s Partner**



#### **Who We Are**

NeedThese is your “Tech-ucation Partner”. As the premier technology systems integrator for schools and education facilities, NeedThese manages the installation and integration of next generation technologies with the goal of making technology exciting and useable. NeedThese facilitates the resale and implementation of top-tier technology—software and hardware—through its trusted partners, manufacturers and in-house hardware. Beyond installation and maintenance of technology, NeedThese delivers in-depth, on-site, and web-based training using certified technology teachers.

#### **How We Do It**

NeedThese proudly holds procurement contracts that ease the process of purchasing technology for school districts and government entities.

#### **Partners**

NeedThese strives to develop solid, long-term relationships that can provide the absolute best educational technology products and services to the customer.

#### **The Process**

NeedThese partners with resellers around the country to fulfill the technology needs of education and government entities. Here is the step-by-step process...

- 1) Partner registration and approval
- 2) NeedThese adds partner as an “associate member of NeedThese that holds the procurement contract”
- 3) Partner sells the solution to the customer using the procurement contract vehicle
- 4) Customer sends PO to partner with “remit to” address listed as NeedThese
- 5) Partner completes the project
- 6) Partner invoices the project to customer with the “remit to” address listed as NeedThese
- 7) Customer remits payment to NeedThese
- 8) NeedThese remits profit and tax portion of payment to partner minus the procurement contract fee

#### **Contact Us**

Contact NeedThese to apply.

**6. "Certificate of Insurance" Document**

Policy Number: 605438177

Date Entered: 2/12/2013

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 5/19/2020
PRODUCER Mark Davis Insurance Agency 1050 E. Southern Ave. #C-1 mdavis2@farmersagent.com Tempe, AZ 85282 (480) 831-6762	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Creative Industries & Technology LLC  PO Box 7400 Tempe, AZ 85281	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A Farmers Insurance Company of Arizona	NAIC #
	INSURER B American Zurich Insurance Company	
	INSURER C	
	INSURER D	
	INSURER E	

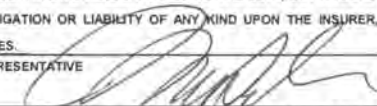
**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	605438177	2/12/2020	2/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000																
A	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Hired Car Physical D	605438177	2/12/2020	2/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 500,000																
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	B15193061	2/12/2020	2/12/2021	<table border="0"> <tr> <td></td> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td>E.L.</td> <td>EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L.</td> <td>DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L.</td> <td>DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>		WC STATU-TORY LIMITS	OTH-ER		E.L.	EACH ACCIDENT		\$ 1,000,000	E.L.	DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L.	DISEASE - POLICY LIMIT		\$ 1,000,000
	WC STATU-TORY LIMITS	OTH-ER																				
E.L.	EACH ACCIDENT		\$ 1,000,000																			
E.L.	DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L.	DISEASE - POLICY LIMIT		\$ 1,000,000																			
A		<b>Other Building &amp; Contents</b> Includes Replacement Cost Coverage	605438177	2/12/2020	2/12/2021	Building \$821,600 Contents \$149,000																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Premises Located at 4235 E. Wood Street, Phoenix AZ, 85040

The Member Shall Be Added As Additional Insured As Required By Statute, Contract, Purchase Order Or Otherwise Requested. It Is Agreed That Any Insurance Available To The Insured Shall Be Primary Of Other Sources That May Be Available. It Is Further Agreed That No Policy Shall Expire, Be Cancelled Or Materially Changed To Affect The Coverage Available To The Member Without Thirty (30) Days Written Notice To The Member. This Certificate Is Not Valid Unless Countersigned By An Authorized Representative of the Insurance Company.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

**7. State of Arizona "Certificate of Good Standing"**

NeedThese is a DBA of Creative Industries & Technology, LLC

20072017023812

# STATE OF ARIZONA



**Office of the  
CORPORATION COMMISSION**

## CERTIFICATE OF GOOD STANDING

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

**CREATIVE INDUSTRIES & TECHNOLOGY LLC**

ACC file number: L09540266

was incorporated under the laws of the State of Arizona on 06/20/2000, and that, according to the records of the Arizona Corporation Commission, said limited liability company is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: **07/15/2020**



A handwritten signature in black ink, reading "Matthew Neubert".

**Matthew Neubert, Executive Director**

**8. Energy Asset Score Data Collections Form:**

Please see the following pages for a copy of the **Energy Asset Score Data Collections Form**, this is in reference to question 15 in Tab 4 of this RFP.

# U.S. Department of Energy Building Energy Asset Score

FIELDS SHADED GREEN ARE REQUIRED

FIELDS SHADED YELLOW ARE ONLY  
REQUIRED IF APPLICABLE

## Data Collection Form - Full Version

FIELDS SHADED GREEN ARE REQUIRED	
Building Name:	
Data collected by:	
Email, phone:	
Date of Data Collection:	

### HOW TO USE THIS DATA COLLECTION FORM

This form is intended to facilitate your data collection and tracks closely with the user interface of the Energy Asset Scoring Tool. The Scoring Tool requires the user to --

- 1) Enter basic building information including data regarding the building's construction assembly (roofs, skylights, windows, walls, floors) and its major energy systems (HVAC, lighting, hot water systems);
- 2) Create one or more "blocks" to represent the building's geometry and configuration; and
- 3) Assign assembly components and energy systems to building block(s).

#### Required vs Optional Data Inputs:

- In order to generate a score for a building, all fields shaded in green are required.
- Fields shaded in yellow are only required if applicable (e.g., if skylights, plant chillers, or plant boilers have been entered).
- Users are encouraged to provide information for the optional data fields where available in order to generate a more accurate score. When optional items are left blank, the Asset Scoring Tool queries a database of energy-system configurations and performance data to infer building parameters based on year of construction and location.

# General Building Information

FIELDS SHADED GREEN ARE REQUIRED

Year completed	YEAR IN WHICH THE BUILDING WAS COMPLETED		
Gross floor area*	ft <sup>2</sup>		
* Gross floor area (GFA) refers to the total square footage of the building, with the exception of parking areas which should be excluded. To calculate gross floor area, use the external dimensions of the enclosing fixed walls of the buildings, including structures, partitions, corridors, stairs, and conditioned below-grade spaces.			
Building location	STREET		
	CITY	STATE	POSTAL CODE
Building use type  For mixed-use buildings, choose up to 5 use types. Each use type must be >2500 sq ft and >5% of the total building GFA.  Choose "Office" for a college/university building containing mostly offices. If this building includes use types not listed here, exclude that portion of the building when entering data, or contact <a href="mailto:asset.score@ee.doe.gov">asset.score@ee.doe.gov</a> for assistance.	<input type="checkbox"/> Assisted Living	<input type="checkbox"/> Multi-family (4 stories +)	
	<input type="checkbox"/> City Hall	<input type="checkbox"/> Multi-family (less than 4 stories)	
	<input type="checkbox"/> Community Center	<input type="checkbox"/> Office	
	<input type="checkbox"/> Courthouse	<input type="checkbox"/> Parking Garage	
	<input type="checkbox"/> Education (K-12 School, College/University Training Facilities)	<input type="checkbox"/> Post Office	
	<input type="checkbox"/> Library	<input type="checkbox"/> Police Station	
	<input type="checkbox"/> Lodging	<input type="checkbox"/> Religious Building	
	<input type="checkbox"/> Medical Office	<input type="checkbox"/> Retail	
		<input type="checkbox"/> Senior Center	
		<input type="checkbox"/> Warehouse non-refrigerated	

# Construction Properties

FIELDS SHADED GREEN ARE REQUIRED

Make additional copies of this page if your building has more or different roof or floor types.

Roof type Choose applicable roof type.	<input type="checkbox"/> Built-up with Concrete Deck <input type="checkbox"/> Built-up with Metal Deck <input type="checkbox"/> Built-up with Wood Deck <input type="checkbox"/> Metal Surfacing <input type="checkbox"/> Shingles/Shakes
Roof thermal properties Fill in ONLY ONE of the following three data fields. If the building has multiple roof types, record each type separately.	ROOF INSULATION R-VALUE <span style="float: right;">°F·ft<sup>2</sup>·h/Btu</span>
	ROOF INSULATION THICKNESS <span style="float: right;">in</span>
	ROOF ASSEMBLY U-VALUE <span style="float: right;">Btu/°F·ft<sup>2</sup>·h</span>
Floor type Choose applicable floor type.	<input type="checkbox"/> Concrete (over Unconditioned Space) <input type="checkbox"/> Slab on Grade <input type="checkbox"/> Steel Joist <input type="checkbox"/> Wood Frame
Floor thermal properties Fill in ONLY ONE of the following three data fields. If the building has multiple floor types, record each type separately.	FLOOR INSULATION R-VALUE <span style="float: right;">°F·ft<sup>2</sup>·h/Btu</span>
	FLOOR INSULATION THICKNESS <span style="float: right;">in</span>
	FLOOR ASSEMBLY U-VALUE <span style="float: right;">Btu/°F·ft<sup>2</sup>·h</span>
Slab on grade insulation Applicable for Slab-on-Grade Floor Type only.	<input type="checkbox"/> No insulation <input type="checkbox"/> Vertical (Perimeter) insulation  <span style="float: right;">Depth (ft)</span>



The scoring tool allows you to edit window properties for each exterior wall surface. Make additional copies of the following section for multiple wall surfaces with different, window types, or properties.

<b>Wall type</b> Choose applicable wall type.	<input type="checkbox"/> Brick/stone on Masonry <input type="checkbox"/> Brick/stone on Steel Frame <input type="checkbox"/> Brick/stone on Wood Frame <input type="checkbox"/> Metal Panel/Curtain Wall <input type="checkbox"/> Siding on Steel Frame <input type="checkbox"/> Siding on Wood Frame
<b>Wall thermal properties</b> Fill in ONLY ONE of the following three data fields. If the building has multiple wall types, record each type separately.	WALL INSULATION R-VALUE <span style="float: right;">°F·ft<sup>2</sup>·h/Btu</span>
	WALL INSULATION THICKNESS <span style="float: right;">in</span>
	WALL ASSEMBLY U-VALUE <span style="float: right;">Btu/°F·ft<sup>2</sup>·h</span>

<b>Window framing type</b> If a wall surface has windows with multiple framing types, choose predominant type in that wall.	<input type="checkbox"/> Metal <input type="checkbox"/> Metal with Thermal Breaks <input type="checkbox"/> Wood/Vinyl/Fiberglass
<b>Window glass type</b> If a wall surface has windows with multiple glass types, choose predominant type in that wall.	<input type="checkbox"/> Single-pane <input type="checkbox"/> Double-pane <input type="checkbox"/> Double-pane w/ Low-E <input type="checkbox"/> Triple-pane <input type="checkbox"/> Triple-pane w/ Low-E
<b>Window gas fill type</b>	<input type="checkbox"/> Air (default) <input type="checkbox"/> Other
<b>Window U-value</b>	Btu/°F·ft <sup>2</sup> ·h
<b>Window solar heat gain coefficient (SHGC)</b>	(range 0-1)
<b>Window visible transmittance (VT)</b>	(range 0-1)

<b>Skylight type</b> Choose applicable skylight glazing material.	<input type="checkbox"/> Glass <input type="checkbox"/> Plastic (default)
<b>Skylight U-value</b>	Btu/°F·ft <sup>2</sup> ·h
<b>Skylight solar heat gain coefficient (SHGC)</b>	(range 0-1)
<b>Skylight visible transmittance (VT)</b>	(range 0-1)
<b>Skylight layout</b>	<input type="checkbox"/> All Zones <input type="checkbox"/> Core Only (default)
<b>Percent of roof area</b> Estimate the percent of the roof area covered in skylights.	%

# Lighting

FIELDS SHADED GREEN ARE REQUIRED

Make additional copies of this page if the same lighting type has different fixture configurations

Fixture	Lighting type	Mounting type Recessed Surface Pendant	Watts per Lamp	Number of Lamps in Fixture (up to 12)
a.	Compact fluorescent			
b.	Fluorescent T5			
c.	Fluorescent T5 - High Output			
d.	Fluorescent T8			
e.	Fluorescent T8 - High Efficiency			
f.	Fluorescent T12			
g.	High-pressure sodium			
h.	Incandescent/Halogen			
i.	LED			
j.	Mercury vapor			
k.	Metal halide			

# HVAC System

If the HVAC system of your building includes a Central Plant (e.g. District chilled water; District hot water, chiller, or boiler), as the heating and/or cooling source, then complete the relevant "Plant Equipment" section(s), then proceed to the 'HVAC Distribution Equipment' section(s). Otherwise, go directly to the 'HVAC Equipment' section(s)

See Appendix C—Typical HVAC Systems as Configured in Asset Score for examples of how common HVAC systems may be entered into the Asset Score Tool.

# Central Plant Equipment: Cooling

FIELDS SHADED GREEN ARE REQUIRED

This section is **ONLY** for buildings with a cooling plant.

Cooling plant type	<input type="checkbox"/> Chiller <input type="checkbox"/> District Chilled Water
Chilled Water Reset	<input type="checkbox"/> Yes <input type="checkbox"/> No (default)
Chiller Pump Control	<input type="checkbox"/> Constant Primary (default) <input type="checkbox"/> Constant Primary; Variable Secondary
Chiller compressor type	<input type="checkbox"/> Reciprocating <input type="checkbox"/> Screw/scroll (default) <input type="checkbox"/> Centrifugal
Chiller condenser type	<input type="checkbox"/> Air (default) <input type="checkbox"/> Water
Condenser Pump Control <i>Applicable ONLY if condenser type is water</i>	<input type="checkbox"/> Constant Speed (default) <input type="checkbox"/> Variable Speed
Cooling Tower Fan Control <i>Applicable ONLY if condenser type is water</i>	<input type="checkbox"/> Single Speed (default) <input type="checkbox"/> Variable Speed

If Chiller was selected as the Cooling plant type, complete the items below

<b>Year of manufacture</b> If any cooling plant equipment was installed or replaced after the building was constructed, indicate the year of manufacture. Otherwise, the asset scoring tool will assume that the year of manufacture is the same as the year in which the building was constructed.	YEAR
<b>Number of pieces of cooling equipment</b> Enter the total number regardless of size	#
<b>Cooling equipment efficiency</b> For multiple pieces of equipment with various efficiencies, enter the weighted average efficiency of the predominant equipment. To convert from different heating/cooling units, see Appendix B—HVAC Unit Conversion table. Note: If you specify the equipment's efficiency, the year of manufacture will not be used.	COP
<b>Average output capacity</b> For multiple pieces of equipment, enter the average capacity for all pieces of equipment.	tons

# Central Plant Equipment: Heating

FIELDS SHADED GREEN ARE REQUIRED

This section is ONLY for buildings with a heating plant.

Heating plant type	<input type="checkbox"/> Boiler <input type="checkbox"/> District Hot Water
Boiler fuel type	<input type="checkbox"/> Gas (default) <input type="checkbox"/> Electricity
Boiler draft type	<input type="checkbox"/> Mechanical (default) <input type="checkbox"/> Other draft

If Boiler was selected as the Heating plant type, complete the items below

<b>Year of manufacture</b> If any cooling plant equipment was installed or replaced after the building was constructed, indicate the year of manufacture. Otherwise, the asset scoring tool will assume that the year of manufacture is the same as the year in which the building was constructed.	YEAR
<b>Number of pieces of heating equipment</b> Enter the total number regardless of size	#
<b>Heating equipment efficiency</b> For multiple pieces of equipment with various efficiencies, enter the weighted average efficiency of the predominant equipment. To convert from different heating/cooling units, see Appendix B—HVAC Unit Conversion table. Note: If you specify the equipment's efficiency, the year of manufacture will not be used.	%
<b>Average output capacity</b> For multiple pieces of equipment, enter the average capacity for all pieces of equipment.	KBtu/hr

# HVAC Equipment

FIELDS SHADED GREEN ARE REQUIRED

Distribution equipment	<input type="checkbox"/> Air Handler Unit (AHU) <input type="checkbox"/> Zone Equipment (e.g. fan coil, forced air, or packaged terminal units)
Cooling source	<input type="checkbox"/> No cooling <input type="checkbox"/> DX Coil <input type="checkbox"/> Central Plant
Heating source	<input type="checkbox"/> No heating <input type="checkbox"/> Central Furnace <input type="checkbox"/> Heat Pump (electric) <input type="checkbox"/> Central Plant
Furnace/Heat Pump fuel type	<input type="checkbox"/> Electricity <input type="checkbox"/> Gas (default)

**Complete the items below if DX coils were selected as the Cooling source**

<b>Year of manufacture</b> If any cooling plant equipment was installed or replaced after the building was constructed, indicate the year of manufacture. Otherwise, the asset scoring tool will assume that the year of manufacture is the same as the year in which the building was constructed.	YEAR
<b>Number of pieces of cooling equipment</b> Enter the total number regardless of size	#
<b>Cooling equipment efficiency</b> For multiple pieces of equipment with various efficiencies, enter the weighted average efficiency of the predominant equipment. To convert from different heating/cooling units, see Appendix B—HVAC Unit Conversion table. Note: If you specify the equipment's efficiency, the year of manufacture will not be used.	COP
<b>Average output capacity</b> For multiple pieces of equipment, enter the average capacity for all pieces of equipment.	tons

**Complete the items below if Central Furnace or Heat Pump were selected as the Heating source**

<b>Year of manufacture</b> If any cooling plant equipment was installed or replaced after the building was constructed, indicate the year of manufacture. Otherwise, the asset scoring tool will assume that the year of manufacture is the same as the year in which the building was constructed.	YEAR
<b>Number of pieces of heating equipment</b> Enter the total number regardless of size	#
<b>Heating equipment efficiency</b> For multiple pieces of equipment with various efficiencies, enter the weighted average efficiency of the predominant equipment. To convert from different heating/cooling units, see Appendix B—HVAC Unit Conversion table. Note: If you specify the equipment's efficiency, the year of manufacture will not be used.	<input type="checkbox"/> % (Central Furnace) <input type="checkbox"/> COP (Heat Pump)
<b>Average output capacity</b> For multiple pieces of equipment, enter the average capacity for all pieces of equipment.	KBtu/hr

# Air Handler Unit

FIELDS SHADED GREEN ARE REQUIRED

Complete the items below if AHU was selected as the HVAC Distribution equipment type

## Distribution

Distribution Type	<input type="checkbox"/> Single Zone AHU (default) <input type="checkbox"/> Multi Zone AHU
Terminal Unit <i>Applicable ONLY for systems with Multi-zone AHU</i>	<input type="checkbox"/> Reheat <input type="checkbox"/> Powered Induction Unit

## Fan Systems

Fan motor efficiency	%
Fan efficiency	%
Economizer	<input type="checkbox"/> Yes <input type="checkbox"/> No (default)
Demand Control Ventilation	<input type="checkbox"/> Yes <input type="checkbox"/> No (default)
Fan control	<input type="checkbox"/> Constant Air Volume (default) <input type="checkbox"/> Variable Air Volume
Supply Air Temperature (SAT) Reset <i>Applicable ONLY if fan control is variable</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No (default)
Fan Static Pressure Reset <i>Applicable ONLY if fan control is variable</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No (default)

## Service Hot Water

FIELDS SHADED GREEN ARE REQUIRED

Fuel type	<input type="checkbox"/> Electric <input type="checkbox"/> Gas	
Use of heat pump equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No (default)	
Distribution type	<input type="checkbox"/> Looped <input type="checkbox"/> Distributed	
Water heater efficiency		%
Tank volume		gallons
Tank insulation thickness		in
Tank insulation R-value		°F·ft <sup>2</sup> ·h/Btu
Use of Low Flow Faucets	<input type="checkbox"/> Yes <input type="checkbox"/> No (default)	

## Building Operations

FIELDS SHADED GREEN ARE REQUIRED

Information about your building's operations can help inform the Scoring Tool's recommendations for energy efficiency upgrades; however, this information will not be used to calculate your building's current asset score.

Miscellaneous electric load		W/ft <sup>2</sup>
Miscellaneous gas load		kBtu/ft <sup>2</sup>
Total occupants		
Provide weighted average of full-time equivalent occupants. If this building includes use types not listed in the current version of the tool, EXCLUDE occupants associated with that portion of the building		
Setpoint, heating		°F
Setpoint, cooling		°F

### Operating Hours

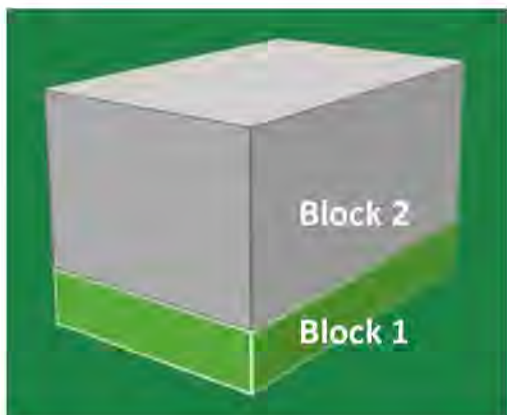
Opening time - closing time (weekdays)		to	
Opening time - closing time (Saturday)		to	
Opening time - closing time (Sunday)		to	

### Elevators

Elevator Type Buildings with fewer than 6 floors typically have hydraulic elevators. Buildings with 6 or more floors typically have traction elevators.	<input type="checkbox"/> Hydraulic <input type="checkbox"/> Traction
Number of Elevators	
Year of Manufacture	

# Block Geometry and Component Configuration

The energy asset score tool is designed to permit modeling a building with one or more 'blocks' that represent building sections with distinctly different energy assets or physical configurations. Most buildings may be scored as one block unless at least one of the follow situations applies:



- The building has sections with different numbers of floors
- The building footprint cannot be simplified by using only one of the available basic footprint shapes—rectangle, L-, T-, H-, or U-shape
- Different parts of the building are served by different types of HVAC systems. (e.g., Block 1 is served by a local chiller; Block 2 is served by packaged DX units. Note that this does NOT refer to multiple pieces or sizes of equipment of the same type.)
- The building is mixed-use. (e.g., Block 1 is retail; Block 2 is office.)
- The building has sections with different operating schedules and/or internal loads. (e.g., Block 1 is occupied 16 hour per day; Block 2 is occupied 8 hours per day. Note that different operating conditions do NOT affect a building's asset score, but are considered in the economics of upgrade opportunities.)

## Instructions:

- Choose applicable block footprint shape and indicate dimensions for each surface (exterior wall)
- Record window-to-wall ratios or the number and dimensions of the windows for each surface of the shape
- Enter lighting power density options for the block
- Enter HVAC system thermal zone layout for the block.

If your building contains more than one block, make additional copies as needed.

Block footprint shape	<input type="checkbox"/> Rectangular <input type="checkbox"/> L-Shape <input type="checkbox"/> T-Shape <input type="checkbox"/> H-Shape <input type="checkbox"/> U-Shape
Block name	
Number of floors	<input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> BELOW GROUND
Average floor-to-floor height (default is 12 ft)	Ft
Average floor-to-ceiling height (default is 9 ft)	Ft
Orientation (default is 0.0 °)	CLOCKWISE DEGREES FROM NORTH
Orientation of the main long axis: North=0, North East=45, East=90, South East=120, South=180, South West=225, West=270, North West=315.	

## Block dimensions

Enter the external dimensions (ft) of the block. The tool will automatically calculate the Total Block Floor Area (square feet).

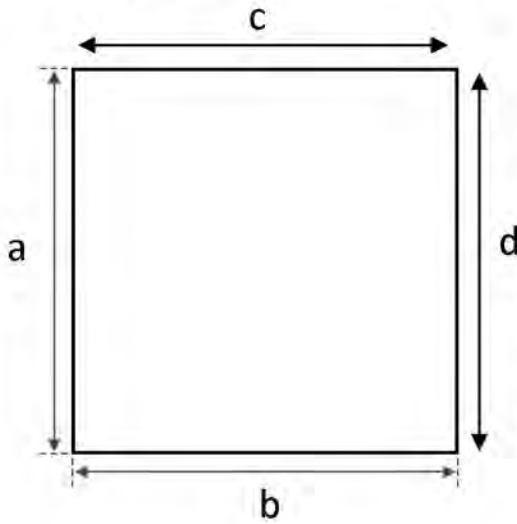
## Window to wall ratio

Every surface with a window must have a valid window-to-wall ratio. Select either a 'Continuous' (manually calculated) or 'Discrete' (calculated by the Tool) Window Layout approach for the window-to-wall ratio of your building. Refer to the Appendix B: Window Layout diagrams for assistance in recording data. If window-to-wall ratios are equivalent on all sides, you only need to record this information once.



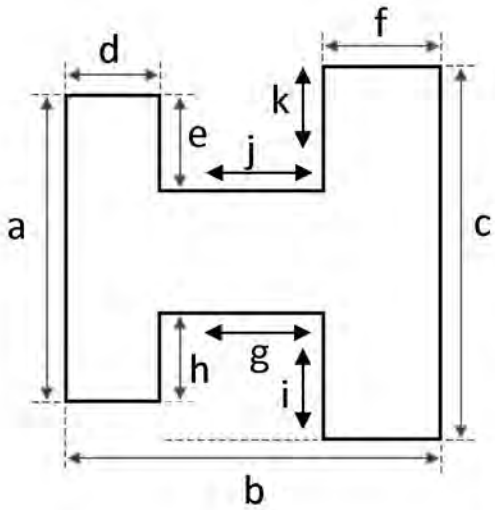
# Footprint Shapes

## Rectangular



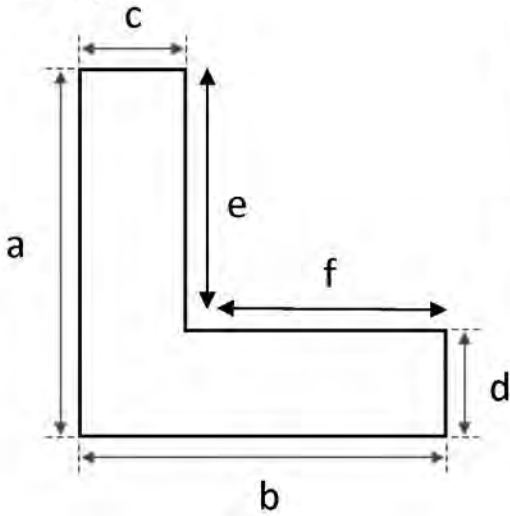
Blocksurface (wall)		Window Layout				Daylight Controls (yes/no)
		Continuous	Discrete			
		Window-to-Wall Ratio	Window Width	Window Height	# of Windows	
a =	ft	%	ft	ft		<input type="checkbox"/>
b =	ft	%	ft	ft		<input type="checkbox"/>
c =	ft	%	ft	ft		<input type="checkbox"/>
d =	ft	%	ft	ft		<input type="checkbox"/>

## H-Shape



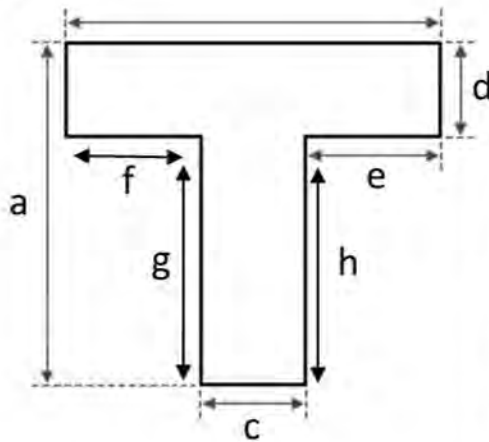
Blocksurface (wall)		Window Layout				Daylight Controls (yes/no)
		Continuous	Discrete			
		Window-to-Wall Ratio	Window Width	Window Height	# of Windows	
a =	ft	%	ft	ft		<input type="checkbox"/>
b =	ft	%	ft	ft		<input type="checkbox"/>
c =	ft	%	ft	ft		<input type="checkbox"/>
d =	ft	%	ft	ft		<input type="checkbox"/>
e =	ft	%	ft	ft		<input type="checkbox"/>
f =	ft	%	ft	ft		<input type="checkbox"/>
g =	ft	%	ft	ft		<input type="checkbox"/>
h =	ft	%	ft	ft		<input type="checkbox"/>
i =	ft	%	ft	ft		<input type="checkbox"/>
j =	ft	%	ft	ft		<input type="checkbox"/>
k =	ft	%	ft	ft		<input type="checkbox"/>
l =	ft	%	ft	ft		<input type="checkbox"/>

### L-Shape



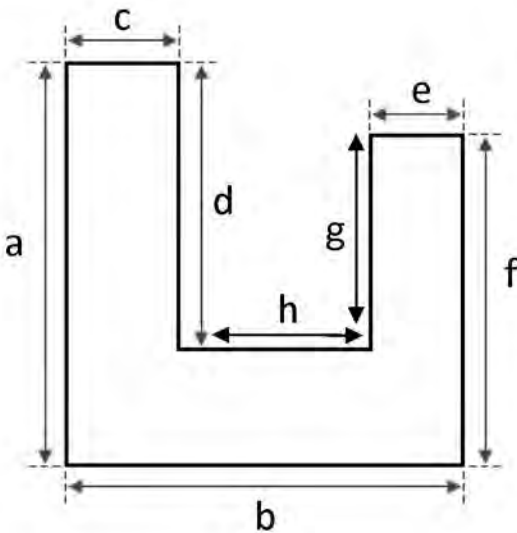
Blocksurface (wall)		Window Layout				Daylight Controls (yes/no)
		Continuous	Discrete			
			Window-to-Wall Ratio	Window Width	Window Height	
a =	ft	%	ft	ft		<input type="checkbox"/>
b =	ft	%	ft	ft		<input type="checkbox"/>
c =	ft	%	ft	ft		<input type="checkbox"/>
d =	ft	%	ft	ft		<input type="checkbox"/>
e =	ft	%	ft	ft		<input type="checkbox"/>
f =	ft	%	ft	ft		<input type="checkbox"/>

### T-Shape



Blocksurface (wall)		Window Layout				Daylight Controls (yes/no)
		Continuous	Discrete			
			Window-to-Wall Ratio	Window Width	Window Height	
a =	ft	%	ft	ft		<input type="checkbox"/>
b =	ft	%	ft	ft		<input type="checkbox"/>
c =	ft	%	ft	ft		<input type="checkbox"/>
d =	ft	%	ft	ft		<input type="checkbox"/>
e =	ft	%	ft	ft		<input type="checkbox"/>
f =	ft	%	ft	ft		<input type="checkbox"/>
g =	ft	%	ft	ft		<input type="checkbox"/>
h =	ft	%	ft	ft		<input type="checkbox"/>

### U-Shape



Blocksurface (wall)		Window Layout				Daylight Controls (yes/no)
		Continuous	Discrete			
			Window-to-Wall Ratio	Window Width	Window Height	
a =	ft	%	ft	ft		<input type="checkbox"/>
b =	ft	%	ft	ft		<input type="checkbox"/>
c =	ft	%	ft	ft		<input type="checkbox"/>
d =	ft	%	ft	ft		<input type="checkbox"/>
e =	ft	%	ft	ft		<input type="checkbox"/>
f =	ft	%	ft	ft		<input type="checkbox"/>
g =	ft	%	ft	ft		<input type="checkbox"/>
h =	ft	%	ft	ft		<input type="checkbox"/>

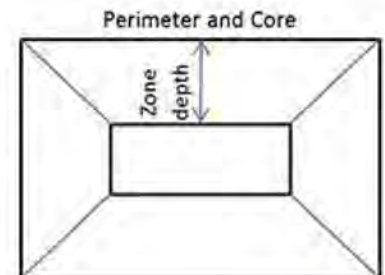
## Lighting Fixture Details

Every fixture in a block must have either a percentage served value OR the total number of fixtures entered for the calculation of lighting power density (watts per square foot). Refer to the Lighting types selected in the Lighting section to complete the table below.

Fixture	Lighting type	Total Number of Fixtures	% Area Served	Occupancy Controls (yes/no)
a.	Compact fluorescent			
b.	Fluorescent T5			
c.	Fluorescent T5 - High Output			
d.	Fluorescent T8			
e.	Fluorescent T8 - High Efficiency			
f.	Fluorescent T12			
g.	High-pressure sodium			
h.	Incandescent/Halogen			
i.	LED			
j.	Mercury vapor			
k.	Metal halide			

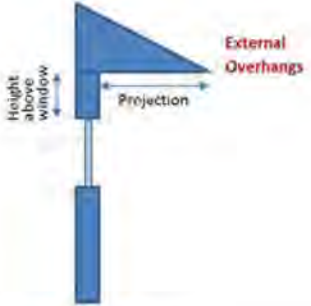
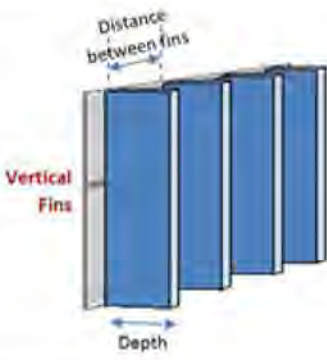
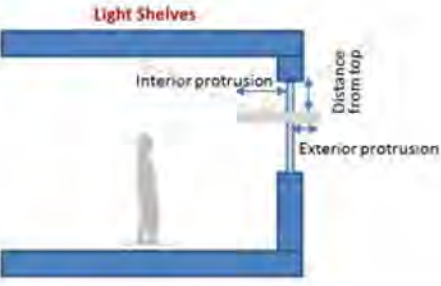
## HVAC Thermal Zones

A building may be divided into thermal zones to reflect sections of the building that may have similar thermal loads, share a common thermostat, or are served by the same HVAC system. Your building may include either a single thermal zone or may be divided into four perimeter zones and one core zone (perimeter and core). If you don't know the thermal zone layout of your building, choose 'Single zone' for small buildings and 'Perimeter and core' for large buildings.



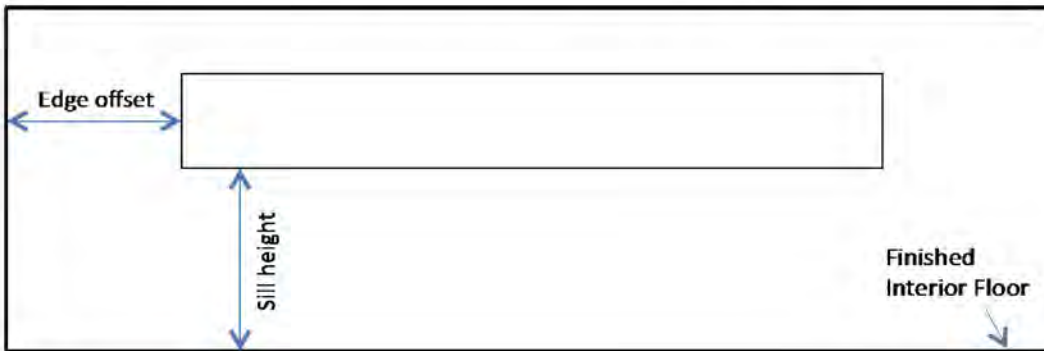
Thermal Zone Layout	<input type="checkbox"/> Single zone (default) <input type="checkbox"/> Perimeter and core <div style="text-align: right;">PERIMETER ZONE DEPTH (FT)</div>
Carbon Monoxide (CO) Sensors <i>Applicable ONLY if the building use type is Parking Garage</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No (default)

# Optional Window Block Entries

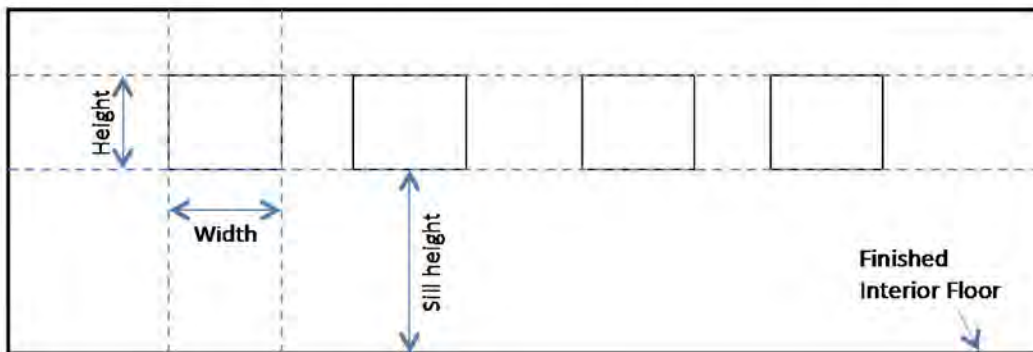
Window Exterior Shading Type		<input type="checkbox"/> No shading <input type="checkbox"/> External overhangs <input type="checkbox"/> Vertical fins <input type="checkbox"/> Light shelves
 <p>Height above window</p> <p>External Overhangs</p> <p>Projection</p>	Overhang: Height above window	ft
	Overhang: Projection	ft
 <p>Distance between fins</p> <p>Vertical Fins</p> <p>Depth</p>	Vertical fins: Fin depth	ft
	Vertical fins: Distance between fins	ft
	Vertical fins: Edge fin only	<input type="checkbox"/> Yes <input type="checkbox"/> No
 <p>Light Shelves</p> <p>Interior protrusion</p> <p>Distance from top</p> <p>Exterior protrusion</p>	Light shelves: Distance from top	ft
	Light shelves: Exterior protrusion	ft
	Light shelves: Interior protrusion	ft

## Appendix A: Window layout

Continuous window layout—Manually calculate and enter the *Window-to-Wall Ratio*. The *Edge offset* and *Sill height* of the windows may be added per the following diagram (optional):



Discrete window layout—Enter the *number of windows* and the *width* and *height* of the windows per the following diagram, and the Tool will calculate the window-to-wall ratio:



## Appendix B:

### HVAC Unit Conversion table

<b>Cooling</b>			
<b>1</b>	<b>SEER to COP Conversion</b>		
	Step 1	EER	$(-0.0182 \times (\text{SEER})^2) + (1.1088 \times \text{SEER})$
	Step 2	COP	$\text{EER}/3.413$
<b>2</b>	<b>EER to COP Conversion</b>		
		COP	$\text{EER}/3.412$
<b>3</b>	<b>kW/ton to COP Conversion</b>		
		COP	$(12/(\text{kW/ton}))/3.412$

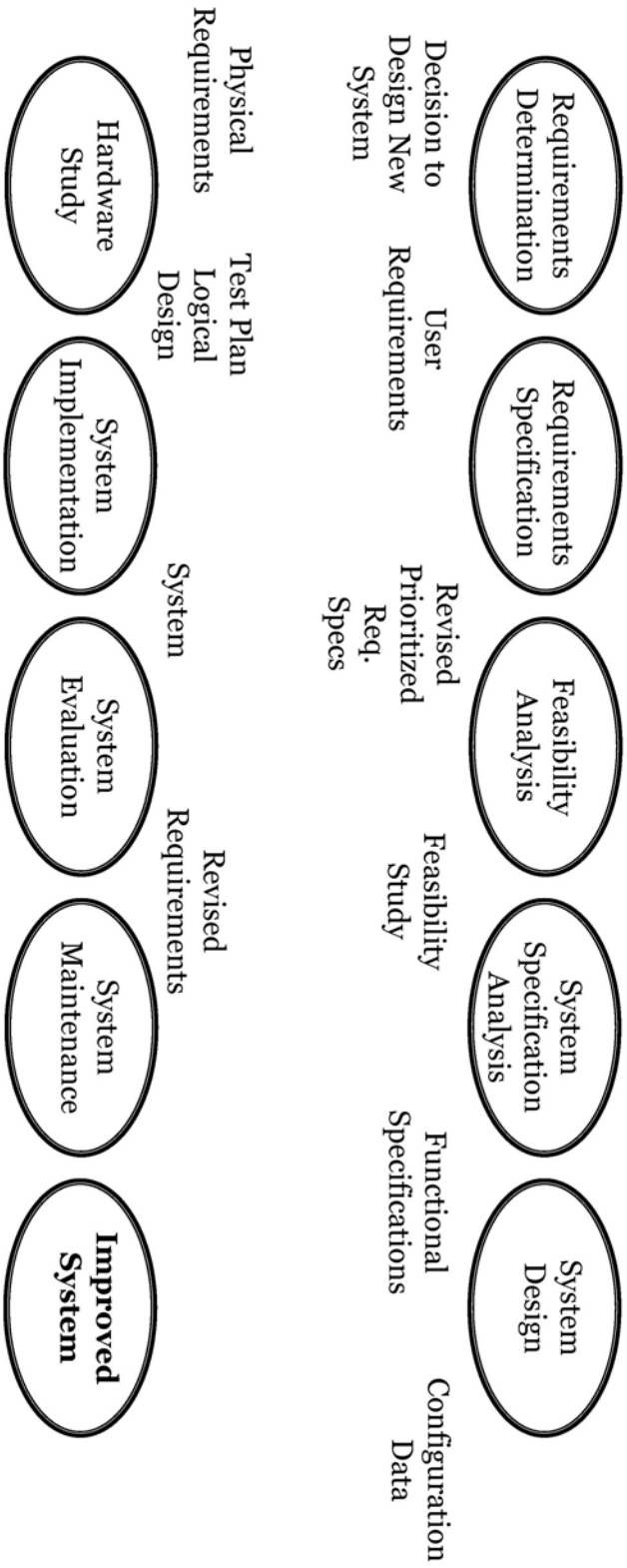
<b>Heating</b>			
<b>1</b>	<b>HSPF to COP Conversion</b>		
		COP	$(-0.0255 \times (\text{HSPF})^2) + (0.6239 \times \text{HSPF})$
<b>2</b>	<b>AFUE to Thermal Efficiency for gas Furnaces</b>		
	All Single Packaged Equipment		
		$E_t$	$0.005163 \times \text{AFUE} + 0.4033$
	All Split Systems (With AFUE $\leq 83.5$ )		
		$E_t$	$0.002907 \times \text{AFUE} + 0.5787$
	All Split Systems (With AFUE $> 83.5$ )		
		$E_t$	$0.011116 \times \text{AFUE} - 0.098185$
<b>3</b>	<b>AFUE to Thermal Efficiency for Boilers</b>		
	For 75% $\leq$ AFUE $< 80\%$		
		$E_t$	$0.1 \times \text{AFUE} + 72.5\%$
	For 80% $\leq$ AFUE $\leq 100\%$		
		$E_t$	$0.875 \times \text{AFUE} + 10.5\%$
<b>4</b>	<b>Combustion Efficiency to Thermal Efficiency</b>		
		$E_t$	$E_c - 2\%$

## Appendix C:

### Typical HVAC Systems as Configured in Asset Score

Common Term	Asset Score Fields				
	Distribution Equipment (AHU or Zone)	Cooling Source	Heating Source	Fan Control	Distribution
Packaged Roof Top Unit (RTU)	AHU	DX Coil (Central)	Central Furnace (gas or electric)	Constant or Variable Volume (CAV/VAV)	Single Zone / Multi-Zone
Packaged Rooftop Heat Pump	AHU	DX Coil (Central)	Heat Pump (electric)	Constant or Variable Volume (CAV/VAV)	Single Zone / Multi-Zone
Central Plant Chiller/Boiler (AHU)	Central Plant - AHU	Chiller	Boiler	Constant or Variable Volume (CAV/VAV)	Single Zone / Multi-Zone
Packaged Terminal Air Conditioner (PTAC)	Zone	DX Coil (Terminal)	Central Furnace (gas or electric)	Constant Volume (Default)	N/A
Packaged Terminal Heat Pumps (PTHP)	Zone	DX Coil (Terminal)	Heat Pump (electric)	Constant Volume (Default)	N/A
Central Plant Chiller/Boiler (fan coil unit)	Central Plant - Zone	Central Plant - Chiller	Central Plant - Boiler	Constant Volume (Default)	N/A

# NeedThese System Analysis Steps



## 9. NeedThese System Analysis Steps Diagram

Please see the following diagram of the “**System Analysis Steps**,” this is in reference to question 17 in Tab 4 of this RFP.



## Tab 9 – Required Documents


---

- ◆ 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	NeedThese
Print Name	Tony Riggs
Address	4235 East Wood Street
City, State, Zip	Phoenix, AZ 85040
Authorized signature	
Date	July 23, 2020

# **Contractor Requirements**

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

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

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

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

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

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

### **Fingerprint & Background Checks**

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

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

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

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

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

Authorized signature



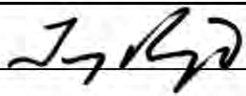
Date

July 23, 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	NeedThese
Address	4235 East Wood Street
City/State/Zip	Phoenix, AZ 85040
Telephone No.	(480) 460-5199
Fax No.	(480) 460-5099
Email address	triggs@NeedThese.com
Printed name	Tony Riggs
Position with company	CEO
Authorized signature	

## 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>