

Request for Proposal (RFP) for Drapery Restoration Services

Solicitation Number: 04-22

Publication Date: Tuesday, February 8th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, March 24th, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, March 17th, 2022. 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 Drapery Restoration 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 Drapery Restoration 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

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

Drapery Restoration Services

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 04-22

NCPA

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 Drapery Restoration Services.

Professional facility managers are aware that preventative maintenance and capital improvement programs are vital to extending their infrastructure useful life and increase building health and safety of the building’s occupants. The same is true for drapes and curtains.

Drapes and curtains naturally attract dust and oils which cause rot when moisture react with sunlight. Also, similarly to occupants, drapes spread germs and bacteria when their surfaces are touched as they’re commonly placed in high traffic areas. Just like MEP equipment, drapes require regular cleaning to extend its life expectancy, maintain building code, and keep the building safe.

As a result, Fire Code requires facilities (like schools) to have flame retardant applied to all stage drapes and maintain a Certificate of Flame Retardant Testing on file. Flame retardant typically is furnished and installed new with retardant; however, flame retardant need to be re-applied every 3-5 years to remain effective. Flame retardant application also should be re-applied after washing or dry-cleaning since the retardant will have been removed.

Due to increased awareness, fire and health inspectors are increasingly targeting textiles in facilities. If drapes are seen to violate code upon inspection, inspectors will fail them irrespective of the NFPA 705 – Field Flame Test results.

Consequently, we are seeking solicitations from best of breed companies that have expertise in this area to: better protect facility owners and operators, increase life expectancy and building health, and enhance safety.

- ◆ 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 product or 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. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- ◆ Each product or 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 product or service within any category, or multiple products or 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 complies 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.

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.

- ◆ Public Bid Opening
 - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

- ◆ 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 three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

- Proposal should address the following warranty information:
 - 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
- Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

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

◆ Termination

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

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 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. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's

history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References and Experience (20 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing


- ◆ Value Added Products/Services Description, (8 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

- ◆ Technology for Supporting the Program (7 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>On-Site Services. US, Inc</u>
Address	<u>35246 US Hwy 19 N, Unit 141</u>
City/State/Zip	<u>Palm Harbor, Florida, 34684</u>
Telephone No.	<u>800-465-2082</u>
Fax No.	<u></u>
Email address	<u>Zane@truedryclean.com</u>
Printed name	<u>Zane Neily</u>
Position with company	<u>Account Manager</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and On-Site Services US, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022 referenced as Contract Number 02-133, 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 Drapery Restoration 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 quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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


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

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

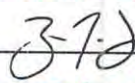
◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: April 19, 2022

Vendor:

On-Site Services US, Inc.
 Name: Brad Davies
 Title: President
 Address: 35246 U.S. #19, #141
Palm Harbor, FL
 Signature: 
 Date: 3/23/2022

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

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

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

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

◆ **Residency**

- Responding Company's principal place of business is in the city of Palm Harbor State of FL

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Niki Davalos
 - Title: VP Finance
 - Company: On-Site Services
 - Address: 35246 U.S. Hwy 19, #141
 - City: Palm Harbor State: FL Zip: 34684
 - Phone: 905-80-1374 Email: niki@stuedryclean.com

▪ Purchase Orders

Contact Person: Zane Neily
Title: Account Manager
Company: On-Site Services US, Inc.
Address: 35246 US Hwy 19, #141
City: Palm Harbor State: FL Zip: _____
Phone: 800-465-2082 Email: zane@medyclean.com

▪ Sales and Marketing

Contact Person: Zane Neily
Title: Account Manager
Company: On-Site Services US, Inc.
Address: 35246 U.S. Hwy 19, #141
City: Palm Harbor State: FL Zip: _____
Phone: 800 465-2082 Email: zane@medyclean.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

Tab 4- Vendor Profile

Company's Official Name: On-Site Services US, Inc.

Brief History:

On-Site was founded in 1978 and has grown to become North America's largest Stage Drapery Cleaner. We are the Experts in Stage Drapery Cleaning & Flameproofing. More information available at our website, www.onsitedraperycleaner.com.

Business Systems:

The business systems are provided by On-Site Services Group Ltd. and have been well developed over our 40 years of operating experience. These include processes to handle all aspects of the customer interaction, from lead development to job completion and invoicing. The business systems are built upon leading cloud-based software platforms, Salesforce.com, Microsoft Office 365, Jobber and Google Apps for business. Using these tools, employees have all the resources, forms, templates and customer information required to complete the work. Established systems to track employee payroll and financial performance are in place.

Financial Systems:

Company used excel to generate proposals and track jobs which are shared using Google Apps. Accounting, invoicing, expenses, payroll and financial reporting is handled by Quickbooks On-Line, another leading cloud-based application. Monthly financial statements are prepared by a book keeper and reviewed monthly by management. Annual financial statements and tax filings are handled by the company's accounting firm.

Policies & Procedures

Company has already a detailed set of policies and procedures for staff within our Employee Manual. We also have well developed procedures for financial administration, estimating, pricing, payroll, inventory control, inspections, safety and work instructions.

Experience

On-Site has had the privilege of working with many of the leading institutions in the US. We service major theatre companies, we also service municipal and community owned theatres across the country. We also work for many Federal, State, County and Military facilities.

Dunn's Number: 118059846

Org Chart:

	Brad Davies, President		
Rich Baker- US Manager	Zane Neily, Account Manager	Troy Coleman, Account Manager	Nicole Davies, Finance & Admin
Ron Shelton, Regional Manager			Jesse Heller, Administrator
Alex Hutson, Regional Manager			

Management & Staffing

On-Site is a family owned and operated business. Senior management is provided by the principals. Brad Davies is President, has a BA Hons in Economics and Geography. Brad brings a proven track record of growing and managing businesses. Nicole Davies brings executive experience in Project Management, Administration and Finance. Zane Neily and Troy Coleman assist with Account Management, Jesse Heller provides administrative support.

The company employs three Regional Managers who have considerable experience in field operations and fabric care. Our technicians are well trained and have all the appropriate safety certifications, procedures, criminal background checks and other required qualifications.

Service & Sales Locations:

Corporate Head Office: Delaware

Brad Davies, President, 1013 Centre Rd, Suite 4035
Willmington Delaware 19805, 800-465-2082, brad@truedryclean.com

On-Site South East: Florida

Rich Baker, US Manager, 35246 US Hwy 19 N, Unit #141, Palm Harbor FL
34684, 814-490-3388

On-Site Mid West: Illinois

Alex Hutson, Mid West Manager, Alex Hutson 821 Bode Rd unit 15, Elgin
IL 60120, 630-291-7090, alex@truedryclean.com

On-Site South West: Texas

Ron Shelton, Southwest Manager, 106 Retama Ct., Georgetown, TX
78626, 312-623-9620, ron@truedryclean.com

Sales Office: Michigan

Troy Coleman, Account Manager, 6072 Cherrywood Dr. Ypslanti, MI
48104-1699, 734-341-1336, troy@truedryclean.com

Standard Payment Terms: Net 30

Competition: COIT

What Differentiates On-Site from the Competition?

The On-Site Advantage:

On-Site has developed a proprietary non-immersion drapery cleaning system which offers considerable advantages over traditional cleaning methods. We can effectively clean draperies without causing shrinkage, fabric damage or colour fade. Due to this advantage, On-Site offers considerable value to customers who otherwise have no viable alternative method of cleaning. For example, a 20 ft high theatre stage drapery which is too large to fit in a dry cleaning machine and will shrink by 5% or over 1 foot if washed- enough to show the feet of the performers behind the curtain. Similarly, hotel style blackout draperies do not react well to washing, causing cracking of the blackout lining allowing light to shine through on a drape designed to block the light out. Delicate draperies, natural fibres, embroidered, tasselled, lined silks and many other drapery fabrics do not react well to liquids. Most draperies have never been pre washed, do not react well to getting wet, the weight of the liquids distort the fabrics fibres. The centrifugal force required to extract liquids further damages fabrics, distorting their look, often permanently.

- 1) *Cleaning Method*: Our tumbled non-immersion process uses powder-based cleaning and forced-air extraction to effectively clean draperies without causing shrinkage and fabric damage. The On-Site process gently tumbles drapes in our custom built machines which gently massage dust, dirt and contaminants out of the drapes. A powerful blower motor extracts the powder and contaminants from the drapes. Other drapery cleaners use either dry cleaning or washing which results in shrinkage and fabric damage. Our process is the gentlest way to clean drapes.
- 2) *Environmentally Friendly*: Our method of cleaning drapery is the only truly Green Method. We do not use any harsh dry cleaning chemicals. Our process does not require hot water and does not produce waste water. The powder residue which comes from our machines is completely environmentally friendly and requires no special treatment for disposal. Our software automatically calculates and includes the specific number of gallons of water or dry cleaning fluid saved by using the On-Site Process which provides concrete numbers our customers can use this for their own Green initiatives.
- 3) *Mobile*: Our cleaning units are mounted in self-sufficient trucks which can go right to the customer's location. This enables us to provide a 2 hour turn-around time which is critical to our

hotel and institutional clients. Our competitors take the drapes away for a week. Also, it extends our market size as we can easily handle large projects out of town.

- 4) *Flame Retardant*: Draperies in public buildings are required to be certified flame retardant. Our cleaning method is the only way to clean draperies without removing the flame retardant in the drapes.
- 5) *Guarantee*: We are the only company who guarantees no shrinkage, color fade or fabric damage. Our competitors cannot offer this guarantee due to their use of liquids immersion cleaning. They tell their customers to expect 5-10% shrinkage.

Describe How the Company will Market the contract if awarded.

On-Site has been working with Cooperative Purchasing Agencies for many years, and are familiar in how to work effectively with them. We are pleased to work with agencies to promote our services through the agency.

In addition, we are pro-active with our marketing, and, once awarded contract with NCPA On-Site will actively market to target members. We maintain a database of all school district officers across the US which has been built by us by calling them all. We also hold over 20,000 records in our Safesforce.com account, many of which are Cooperative Procurement qualified. On-Site will pro-actively market the NCPA Purchasing Cooperative at its own expense. We will pursue qualified public agencies through the following marketing channels:

- 1) Google Adwords**: On-Site employs a full time agency to manage our google adwords spending, in which On-Site invests heavily. On-Site buys many of the most important key word traffic relating to Stage Drapery Flameproofing. We will add keywords to our campaigns ensuring that any buyers who are searching for a NCPA contract for Drapery Restoration will find us on Google.
- 2) Direct Mail**- We have a well established Direct Mail program already in place fulfilled by a leading Mail Fulfillment Shop. We currently ship over 10,000 direct mail pieces a year.
- 3) Email**- We utilize Mail Chimp to send targeted emails. We have over 10,000 email addresses Of qualified public sector buyers.
- 4) Social Media**: Posting on our various Social Media platforms promoting NCPA.
- 5) Cold Calling**: We will train our Account Managers to let customers know they can purchase through NCPA.
- 6) Trade Shows**: On-Site participates in over 20 Trade Shows annually, all of which are targeted at government buyers, many of them NCPA participating agencies.

Describe how you intend to introduce NCPA to your company.

On-Site uses a combination of on-line and in-person training. We would implement the program as follows:

- 1) Add On-Line Training Documents regarding NCPA to company Intranet, and add to Training Passport.
- 2) Follow up with meeting with Account Representatives to introduce the program
- 3) On-Site will identify which accounts qualify for the NCPA in each of our Account Representative's territories. We will then provide a list of NCPA prospects for our Account Managers to contact.

4) Work NCPA materials into sales packages for distribution to potential clients, train Account Managers on Marketing Programs in place as above.

5) Accounting will be briefed on how the reporting and payments will be made to Buy Board.

Describe your firm's capabilities and functionality of your On-Line Catalog/Ordering Website.

On-Site has extensive on-line capabilities. For our customers we offer the following:

- On-Line Inventory Submission- Request a Quote On-Line
- On-Line Catalog of Products & Services for all services
- On-Line Job Acceptance
- On-Line Job Booking & Scheduling through customer portal
- Customer Appointment Reminders through Text and Email
- On-Line Invoicing
- On-Line Payment/E-Commerce Service

Describe your company's customer service department.

On-Site has 4 Primary Service Centers connected via a Hosted PBX phone system.

Hours of operation are Monday to Friday 7 am to 9 pm. Weekends and After Hours Support is available by calling the PBX, urgent calls are automatically routed to On-Call Technician. All service technicians are available via phone and on-line.

We will respond to any inquiries within **1 day** and service expectation is to fulfill services in **less than 7 days** from receiving request. In the case of custom drapery, we expect to have products available within 4 weeks of ordering to provide lead time for fabric.

Technical Questions:

Describe the cleaning process used to clean drapery.

Cleaning & Application Process

Proprietary Cleaning Process:

Back in 1978, we developed a non-immersion method of cleaning drapes, our gentle process guarantees outstanding cleaning results without the risk of fabric damage. On-Site uses our proprietary DrapeGlo powder which is tumbled into the drapes in our custom-built drapery cleaning machines, we then use forced-air extraction to remove the DrapeGlo powder, which has bound with the dust and contaminants. As a result, only On-Site Drapery Cleaners will guarantee there will be **No Shrinkage and No Fabric Distortion**.

The On-Site Drapery Cleaning process effectively removes the dirt, dust and contaminants, which naturally attach and adhere to the fibers. The drapes are tumbled with our proprietary DrapeGlo™ Powder to ensure the entire drape, including the pleats and folds are left clean and free of contaminants. This tumbled- forced air system is the key to delivering outstanding cleaning results. No other company offers this technology.



Advantages:

Cleans Drapery Effectively:

Our equipment is custom-built to clean drapes. Our forced air extraction system effectively removes dirt which is embedded deep in the fabric fibres. There is no better way to clean draperies.

No-Shrinkage, Colour Fade, Fabric Damage- Guaranteed:

Our proprietary system is the gentlest method of cleaning drapes. We can even clean older, delicate drapes which would fall apart with other cleaning methods. Only On-Site Drapery Cleaners will guarantee there will be **No Shrinkage and No Fabric Distortion**.

Large Capacity Drum:

We can handle the largest of drapery panels without cramming them into the small drums used by dry cleaners. This has two advantages of importance to the government:

- **High Capacity:** On-Site can process significantly larger quantities of drapes per day than any of our competitors, we have the ability to process over 5000 square feet a day. In the case of the YCDSB, our high capacity machines will be the only way to complete this project given the tight timelines outlined in this proposal request.
- **Better Results:** Leaving lots of room in the drum means the drapes don't get bound up and wrinkled and are cleaned evenly throughout. Since our machines deliver evenly cleaned drapes every time, our results are much more consistent than a hand held vacuums. Patchy cleaning leads to spotting on the drapes, and the flame retardant will not be effective on dirty areas.

Will not remove the existing flame retardant from a drape.

- Most flame retardants applied to draperies are water soluble and will wash out if drapery is washed, steam cleaned, or dry cleaned. In addition, when removed, heat and detergents reacting to flame retardant and cause permanent stains.

- Since the On-Site process does not use liquids of any kind, it is the only process which will not remove the existing flame retardant from the draperies. By not removing existing flame retardant, significantly less flame retardant need to be reapplied in order to render that drapery flame retardant.

Why Clean Drapes Matter:

There are additional reasons why draperies should be cleaned regularly, to **preserve their lifespan**:

Embedded dirt and moisture combine with sunlight to produce dry rot. Fumes from furnaces and fireplaces and food odours contain airborne chemicals which oxidize to form a mild acid when combined with Oxygen & Moisture. Even drapes not visibly dirty require regular cleaning to prolong their lifespan. Without cleaning, the lifespan of your drapes is shortened considerably. Protect Your Investment- Drapes are expensive to replace.

And for the health of your students and staff:

Drapes, Curtains and Blinds act as filters absorbing airborne pollutants, dust and allergens, all worsening indoor air quality and affecting your health. Dirty drapes attract dust mites, and provide a fertile environment for the spread of bacteria, and viruses such as H1N1 and Cdificile.

On-Site has been cleaning and applying flame retardant to draperies for over 36 years. We have extensive experience with theatre drapes. We have encountered a wide variety of fabric types and difficult situations with draperies, and always managed to deliver superior results. In particular, stain removal is more of an art than a science, less is more as often the solution can make the problem worse. Our technicians are knowledgeable, experienced and careful. That is how we are able to consistently deliver outstanding cleaning results.

Now that we understand why it is important to clean drapes, here is a quick primer for you to understand the various methods of cleaning draperies and how best to care and clean draperies.

How to Clean Drapery:

1. **Washing:** Washing can effectively remove stains on some synthetic materials. Choose the cold water, delicate cycle and hang dry immediately. However, **most drapes**, even those who's label indicates washable, **will not respond well to washing**. All fabric immersed in water will shrink, and the washing process often results in fabric distortion and damage. Our competitors say to expect 5-10% shrinkage, which on a stage drape, can leave drape hanging well off the floor, effectively ruining the drape's main function, the ability to mask events behind the scenes. In addition, since flame retardant is water soluble, washing stage drapes will result in the removal of any existing flame retardant on the drape.



Drapes which have been washed and shrunken as a result.



2. **Steam Cleaning:** Using hand held attachments, connected to carpet cleaning-type machines. This method provides **surface cleaning only**- dust accumulates up in the pleats and in-behind where steam cleaning cannot reach. Moreover, the injection of steam further embeds accumulated dirt and soil, and leaves the drapes with a wrinkled & limp look. This method is not recommended. In addition, since flame retardant is water soluble, injecting water into stage drapes will result in the removal of any existing flame retardant on the drape and uneven patches.



Drapes which have been steam cleaned- limped look, patchy flame retardant



3. **Vacuuming:** Vacuuming is not an effective method of cleaning draperies and is not recommended by anyone in the theatre industry. Vacuuming drapes is not the same as vacuuming carpets, with carpets, there is a solid backing to create suction. With drapes, none. It is very time consuming and even with great care, vacuuming drapes will not remove the dust and soil embedded in fabric fibres, in particular up in the pleats and embedded in heavy stage drapery fabrics. Further, accessing the middle of a Main Draw or Border on a large stage with a vacuum is downright dangerous as there are no natural ladder positions for the front of the drapery.

When flame retardant is applied to drapes which have not been cleaned thoroughly, it results in spotting and uneven application. Below is a photo of a drape which was cleaned by vacuum only prior to application of flame retardant.



Be wary of vacuums pretending to offer non-immersion drapery cleaning. They sprinkle powder on your drapes and vacuum it off and call it non-immersion. Problem is, without the tumbling action of the On-Site Non-Immersion process, combined with the high pressure forced air extraction, it is not effective. There was even a company called On-Site which offered a very expensive vacuum (US Products Ultimate PBIII) and sold it as “non-immersion drapery cleaning”. It didn’t work well, this company is no longer in business.

Also, vacuuming will stir up considerable dust into the air, negatively affecting air quality and it then this dust settles throughout your facility.

Drapes Cleaned by vacuum only prior to flame retardant application- Note heavy spotting

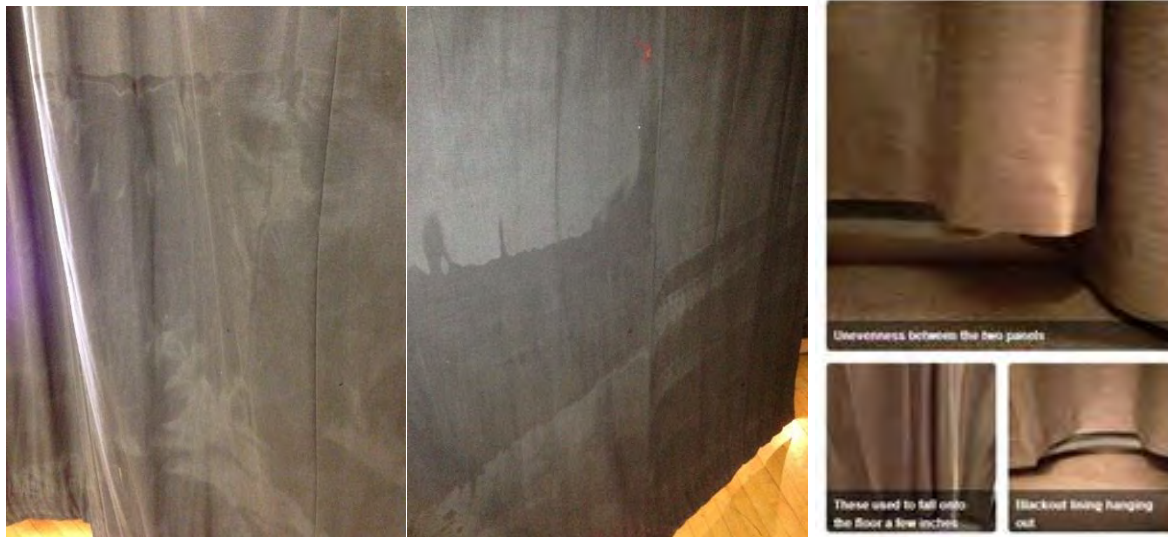


4. **Dry Cleaning:** This is the most commonly used method of cleaning drapes. Traditional Dry Cleaners immerse drapes dry cleaning fluids at high temperatures which can cause shrinkage and fabric distortion. To compensate for the shrinkage caused by liquid immersion, drapes are often stretched and pressed to attempt to restore original shape and form. Unfortunately, delicate drapery fabric does not stand up well to heat, pressing and harsh chemicals. If the drapes include tassels, decorative trim, silk, wool or have a blackout lining, they can be ruined with just one cleaning.

In lab tests, under a microscope, *fibres in the traditional dry cleaning method sample appeared degenerated, lacked colour, and were matted with grape like clusters of dirt (re-deposition of dirt) throughout.*



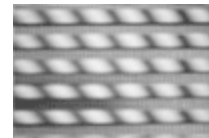
Drapes which have been Dry Cleaned



5. **Non-Immersion Cleaning:** Preferably, draperies should be cleaned using non-immersion cleaning technology, which does not expose draperies to liquids of any kind. Drapes are cleaned using powder, which combined with action of the drum, a powerful forced air extraction process and series of filters effectively removes dirt, odour and soil from drapes. Non-immersion cleaning will not shrink drapes, cause fabric distortion, or alter the pleat structure. Can be used on delicates such as older stage draperies, in addition to silks, wools, and embroidered and tasselled items.



Under a microscope, fibre from the drapes cleaned using the non-immersion cleaning process were identical in appearance to the brand new fibre.



6. **Hand Spotting:** Targeted spotting can remove many different types of stains. It is best to know ahead of time what type of stain you are dealing with in order to choose the right spotting agent. Less is more, start with a small test patch, to ensure it will not discolour the fabric. Check our website for specific types of stains and how to remove them: <http://www.onsitedraperycleaner.com/stain-removal-guide.php>

Describe Where the cleaning process is administered. On-premises or off?

We can provide both On-Site and Off-Site service. We are the only company who has Self Sufficient Mobile Drapery Dry Cleaning Units. These units provide the ultimate in efficiency when handling large quantities of draperies.

There is no need to take drapery away for cleaning, then to have flame retardant re-applied which will deprive your facility of drapes for weeks. Only On-Site offers **same day service**. In the time it takes our competition to take a set of drapes to their sub-contractor's plant, we have taken them down, cleaned them and re-hung them and the job is DONE!

Given the tight timelines of many of the government buyers, only On-Site will be able to successfully clean and re-treat this large volume of drapery.

In addition to the On-Site advantage, our process involves removing drapery from tracks prior to cleaning. No cleaning is conducted inside the facility. This is important as cleaning inside the facility will stir up dust and other contaminants into the air to be breathed in by customers and staff.

Our Mobile 'dry cleaning plants on wheels' can come to you, or we will pick up and drop off.



Does your process meet NFPA, FAR, ULC or other Flame Retardant specification? If so, identify the applicable code.

Yes, all of the above, including these additional codes:

- **NFPA 701**
- **NFPA250**
- **ULC-S109-14**
- **CAN/CGSB-4.2 NO. 27.1**
- **FAR 25.853**
- **UFAC CLASS 1**
- **City of New York Fire Code 805.1**

Provide the manufacturer of the flame retardant your company uses.

Green Dolphin Systems. Product Sheet for Flame Retardant is provided **FS 701 product sheet**

Does your cleaning process use a vacuum to clean drapery?

No, vacuuming will remove surface dust only.

Vacuuming drapes is not the same as vacuuming carpets, with carpets, there is a solid backing to create suction. With drapes, none. It is very time consuming and even with great care, vacuuming drapes will not remove the dust and soil embedded in fabric fibres, in particular up in the pleats and embedded in heavy stage drapery fabrics.

A vacuum has 100 cubic feet per minute of suction, our machine pulls 30 times that, over 3,000 cubic feet per minute of suction.

When flame retardant is applied to drapes which have not been cleaned thoroughly, it results in spotting and uneven application. Also, vacuuming will stir up considerable dust into the air, negatively affecting air quality and it then this dust settles throughout your facility.

Does your company Guarantee not to Shrink Drapery?

Yes. 100% No-Shrinkage Guarantee. If we shrink a drapes, we will buy them a new one.


Does your company Guarantee no fabric damage as a result of the cleaning process.

Yes. 100% No-Fabric Damage Guarantee. If we damage it, we will fix it or buy them a new one.


Does your company offer a Flame Testing Certification upon completion? If so, identify the governing agency and example for verification.

Yes. We typically offer NFPA 705 Certification as specified by the NFPA and International Fire Code. Here is a sample certificate:

CERTIFICATE OF FLAME RETARDANT APPLICATION & NFPA 705 TESTING

Date of Testing:	July 14, 2019																
Location:	New Smyrna Beach Little Theatre 726 East 3rd Ave., New Smyrna FL 32169																
Material Tested:	<table style="width: 100%; border-collapse: collapse;"><thead><tr><th style="text-align: left; border-bottom: 1px solid black;">Drape</th><th style="text-align: right; border-bottom: 1px solid black;">Quantity</th></tr></thead><tbody><tr><td>Main Draw</td><td style="text-align: right;">2</td></tr><tr><td>Valance</td><td style="text-align: right;">1</td></tr><tr><td>Rear Draw</td><td style="text-align: right;">2</td></tr><tr><td>Borders</td><td style="text-align: right;">3</td></tr><tr><td>Legs</td><td style="text-align: right;">6</td></tr><tr><td>Scrim</td><td style="text-align: right;">1</td></tr><tr><td>Muslin</td><td style="text-align: right;">1</td></tr></tbody></table>		Drape	Quantity	Main Draw	2	Valance	1	Rear Draw	2	Borders	3	Legs	6	Scrim	1	Muslin
Drape	Quantity																
Main Draw	2																
Valance	1																
Rear Draw	2																
Borders	3																
Legs	6																
Scrim	1																
Muslin	1																
Method of Testing:	Field Flame Test for textiles and films in accordance with N.F.P.A code 705 flame test procedures.																
Test Results:	The Test material <u>MET OR PASSED MINIMUM REQUIREMENTS</u>																
Method of Application:	Spray Method in full accordance with manufacturer's specifications tested in compliance with Field Flame Test Procedures in N.F.P.A. 705.																

This treatment is typically effective for a period of up to 2-5 years from completion date unless the material is subjected to liquid immersion in whole or in part, in which case the affected material **must be retreated.**



**ON-SITE
SERVICES**
SINCE 1978

T: 800-465-2082
F: 877-259-9990
35246 US Hwy 19 N, Unit #141
Palm Harbor FL 34684
info@onsiteservicegroup.com
onsiteservicegroup.com

In the event of a failed test, will your company apply additional flame retardant such that the draperies pass the NFPA 705 Flame Test?

Yes.

Does your company offer Same-Day service? If so, describe the process.

As described previously, On-Site offers Same-Day On-Site Service. Our crews will arrive early in the morning to begin the take down and cleaning process. We will clean all draperies in separate loads in our On-Site Drapery Cleaning machines. We will use our on-board sewing machine to take care of any repairs required. We then will re-hang the drapery, spray with flame retardant. After 12 hours for the flame retardant to cure, the stage can be used the very next day.

Same day service is important for public sector venues who have busy production schedules and cannot afford to go dark for 2 weeks while the drapes are cleaned and re-treated with Flame Retardant.

SAFETY:

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

On-Site has a professionally developed Health and Safety Program including instructions on site safety. We have enclosed a copy of our Policies & Procedures manual which describes in detail the steps we take as a company to prevent injury and stay safe.

We also have a formal training program which combines On-Line with Hands On Training in the field. All employees must complete training program and pass test. Safety runs throughout all of our training materials. We hold site safety meeting at every jobsite.

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

On-Site has never had a work related injury. 0 hours lost, 0 claims.

Green Initiatives

ON-SITE'S EXCLUSIVE CLEANING PROCESS: OUR GREEN CREDENTIALS

- Non toxic, no harmful dry cleaning chemicals
- Quantifiable Environmental Savings- Last year alone, we saved over 120,000 gallons of water and 40,000 gallons of toxic dry cleaning fluid from being disposed of.

On-Site Drapery Cleaners Ltd. provides drapery cleaning using a proprietary, environmentally sound product. Made up of mostly ground up corn cobs, our system is organic and renewable from the start.

GREEN PROCESS: Simple and natural, our unique system holds considerable advantages over other methods of cleaning. We use no liquids therefore we do not require hot water, produce no waste water AND have no dry cleaning fluids to dispose of.

NO RESIDUE: Once cleaned, drapes smell fresh and clean and have no traces of toxic residue. Tests conducted by the Safety Services Branch of the Government concluded that the On-Site method leaves no residue of toxic fumes in the air or drapes after cleaning.

NO TOXIC WASTE: Soiled residue is extracted & captured using a series of filters. Independent lab testing has verified the residual waste from the On-Site process is completely NON TOXIC and ECO FRIENDLY.

In this day of green everything, it is hard to quantify the benefits of each claim. On-Site offers quantifiable environmental benefits to help you achieve your environmental initiatives. Since **our process does not use hot water or dry cleaning fluid**, there is no heat used and no toxic waste to be disposed of.

How much waste, water and dry cleaning fluid did your company generate last year?

Zero gallons of waste water and dry cleaning fluid. 1 bag of filters disposed of.

Have you had your company's waste tested by an independent lab to verify it is safe to dispose?

Yes. Waste contains no hazardous chemicals and safe to dispose in regular garbage. Report is enclosed.

Anti-Discrimination Policy:

On-Site has been providing employment since 1978. At On-Site we are a family owned and operated business. We don't care about a person's colour, background or who they love. All our employees are employed full time with the appropriate statutory holidays, vacation & overtime pay. We are proud to pay all our staff a living wage well above minimum wage.

On-Site has a strict discrimination policy written into our Employee Manual. Full policy is available in employee Policy manual attached.

2.3 Equal Employment Opportunity

ON-SITE SERVICES US INC is an Equal Opportunity Employer. Employment opportunities at ON-SITE SERVICES US INC are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex (including sexual orientation and transgender status), pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

The Company will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. The Company will also accommodate sincerely held religious beliefs of its employees to the extent the accommodation does not pose an undue hardship on the business. If you would like to request an accommodation, or have any questions about your rights and responsibilities, contact your N/A. This policy is not intended to afford employees with any greater protections than those which exist under federal, state or local law.

ON-SITE SERVICES US INC strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. ON-SITE SERVICES US INC will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

Vendor Certifications:

We have enclosed our licenses in the uploaded documents.

TAB 5- Products and Services

Cleaning, Repair, Restoration & Certification:

- Curtains & Tracks
- Drapery & Tracks
- Stage/Theater Curtains
- Window Coverings/Blinds
- Ornaments/Displays/Decorative Materials
- Flame Retardant Application
- NFPA Testing & Re-Certification for Fire Code Compliance

On- Site Offers all of the above Products & Services. See Feature Sheet – Theaters document enclosed.

All Products are guaranteed for 5 years from date of installation. As our products are custom installed, they are not typically returned. Response time to warranty claims would be less than 7 days. We inventory a wide number of replacement parts as required.

Expected life span of flame retardant application, 3-5 years, expected life span of new drapery, 20-30 years depending on care. We are also the only company who will Guarantee not to cause shrinkage, fabric damage and will not remove the existing flame retardant from a drape.

All products sold are manufactured in house and are new. On-Site is The Experts in Same Day Cleaning & Flameproofing, our workmanship is industry leading and well regarded.

Additional Benefits:

- Same Day Service
- No Damage, No Shrinkage, No Fading
- Fire Code Certifications (NFPA 701, NFPA 705, NFPA 260).
- FAR 25.853
- Environmental/VOC Compliance

On-Site offers all of the Additional Benefits listed above.

TAB 8 – Value Added Products and Services

In addition to our standard product line, On-Site also offers the following specialty services:

1) High Dusting:

Dust often accumulates high in rafters and tracks of major theaters. This dust can accumulate sufficiently to become a fire hazard. On-Site offers high dusting of rafters, tracks and lights for theater stages. Very few companies offer this service.

2) Laboratory Testing of Materials:

We offer Laboratory testing services for a wide variety of textiles. We can test to different standards as required by the fire code including: NFPA 701, CAN/ULC S-109, California 117, NFPA 260 and many more.

3) Fire Code Compliance Consulting:

We work with Fire Marshalls in order to obtain approvals for use of various types of textiles including drapery, upholstery, carpets, artwork and other items.

4) Preventative Maintenance Program for Stage Curtains:

Fire Safety on Stages is real issue. Due to increased awareness, fire and health and safety inspectors are increasingly looking closely at textiles in schools and theaters.

“An ounce of prevention is worth a pound of cure.”

School districts have used **Preventative Maintenance (PM)** programs for all kinds of assets, why not drapes? By putting a plan in place, school districts can spread costs out over time and gain predictability for budgeting and safety. We have enclosed a sample report and also an article recently published in a K-12 focused publication, written by Brad Davies.

HOW DOES IT WORK?

Since stage draperies typically require re-treatment of the flame retardant every 5 years, implementing a 5-year plan make the most sense. Here are the steps:

1) Gather Baseline Data: School officials should start by developing an inventory of their existing draperies.

2) Conduct Testing: Obtain samples and have them tested to NFPA 705.

3) For those which Pass, attach a sticker to the drape and keep a certificate of compliance on file. These drapes should be scheduled for re-testing in the future.

4) For those which Fail the flame testing: Develop Recommendations for the least cost method for bringing the schools into compliance with the fire code. Typically, this would include these three options:

Remove- In some cases, the existing drapery may no longer be of use, in which case compliance with the fire code is as simple a taking down and throwing away unused

curtains. Make sure they make it all the way to the garbage and not left in a pile on the stage. This is the least expensive option.

Replace- Some drapery is too old to be re-treated and must be replaced. This will be the most expensive option.

Restore- Drapery which Fails the flame testing can be cleaned and re-treated with flame retardant. Restoration services required include cleaning, stain removal, minor and major repairs and re-application of the flame retardant. Each stage requires a unique combination of the above services, by handling each individually, the school district should have appropriate solutions for each stage's unique requirements without waste.

Once all the schools have been tested, and those which failed the testing had been restored or replaced, the district should implement an on-going regime of testing. Those schools which Passed the testing but nonetheless were dusty or old should be tested again in years 2-5 spreading the testing over 5 years. At the end of 5 years all the drapery should be re-tested and renewed when needed.

5) Advice on Care and Maintenance of Drapery:

Annually:

- Vacuum with a light brush
- Or beat with clean broom
- Keep Stage Area as Free of Dust as possible
- Repair Any Tears/Rips- A stitch in time does save nine!
- Test Drapery for Flame Retardancy to NFPA 705 standard

Every 5 Years:

- Typically, the Flame Retardancy of Drapery will require renewal every 5 years.
 - For IFR drapery, cleaning them will restore the flame-retardant properties as it is the dust which is flammable. IFR draperies do not typically lose their flame-retardant properties when cleaned.
 - FR Materials will require cleaning and re-treatment of drapery. Flame retardants wear off over time and are affected by humid or dry environments. Flame retardant properties are typically removed when washed, dry cleaned or steam cleaned.

When renewing flame retardants, manufacturer specifications require that fabrics be cleaned prior to application of flame retardant. See Product Sheet enclosed If applied to dirty fabrics, flame retardant will congeal on dust and fall off, rapidly diminishing the effectiveness. In addition, applying flame retardant to dirty drapes can cause permanent blotchy stains.

Tab 9 – Required Documents

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

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 \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(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.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

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

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

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

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(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).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(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.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

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.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts,

and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: On-Site Services Inc.

Address: 35246 US Hwy 19 N, Unit #141

City, State, Zip: Palm Harbor, FL, 34684

Authorized Signature: 

Date: March 20, 2022

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	On-Site Services Inc.
Print Name	Brad Davies
Address	35246 US Hwy 19 N, Unit #141
City, State, Zip	Palm Harbor, FL 34684
Authorized signature	
Date	March 20, 2022

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.

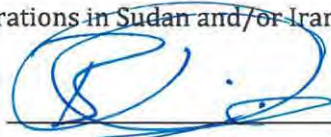
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

March 20, 2022

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	On-Site Services Inc.
Address	35246 US Hwy 19 N, Unit #141
City/State/Zip	Palm Harbor, FL, 34684
Telephone No.	1-800-465-2082
Fax No.	1-877-259-9990
Email address	info@onsitedraperycleaner.com
Printed name	Brad Davies
Position with company	President
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any

obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State%20and%20Territories.shtml)

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