

Request for Proposal (RFP) for Security Solutions Products and Services

Solicitation Number: 33-20

Publication Date: Tuesday, October 6th, 2020

Notice to Respondent:

Submittal Deadline: Thursday, November 19th, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, November 12th, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

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

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Foodservice Equipment, Smallwares, Parts, Design and Installation, 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

Security Solutions Products and Services
On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 33-20

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 Security Solutions Products and Services.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Respondents must provide explanation on how they will provide either Catalog and/or price lists in their accompanying proposal. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

◆ Vendor Scope

- It is the intention of Region 14 ESC to establish a contract with vendor(s) for Security Solutions Products and Services. Awarded vendor(s) shall provide products and perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those that are in place. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply.
 - Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.
 - Region 14 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Region 14 ESC also requests any value-add product or service that could be provided under this contract.
 - While this solicitation specifically covers Security Solutions Products and Services, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.
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Instructions to Respondents

◆ Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in an 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
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Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor 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 the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

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

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- ◆ Audit rights
 - Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right

shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

◆ Indemnity

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

◆ Licenses and Duty to keep current licenses

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Cancellation for Non-Performance or Contractor Deficiency

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

◆ Open Records Policy

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

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

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

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

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

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

Evaluation Criteria

- ◆ Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer

- ◆ References (10 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

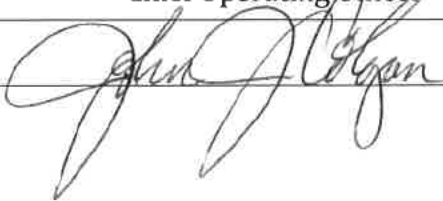
- ◆ Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

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

Signature Form

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	SecureWatch24, LLC
Address	One Penn Plaza, Suite 4000
City/State/Zip	New York, NY 10119
Telephone No.	(212) 729-5400
Fax No.	(201) 636-4081
Email address	john@sw24.com
Printed name	John J. Colgan
Position with company	Chief Operating Officer
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and SecureWatch24, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 12-16, 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 Security Solutions Products and Services;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

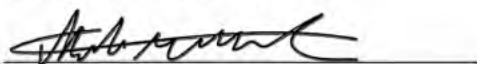
Agency Name	State	Zip Code	Date	PO or Job #	RQN Number	Sale Amount	Admin Fee
						Total _____	

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

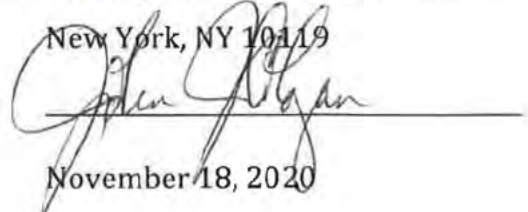
◆ **General Provisions**

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: P.O. Box 701273
 Houston, TX 77270
 Signature: 
 Date: December 8, 2020

Vendor: SecureWatch24, LLC

Name: John J. Colgan
 Title: Chief Operating Officer
 Address: One Penn Plaza, Suite 4000
 New York, NY 10119
 Signature: 
 Date: November 18, 2020

NCPA Registered Vendor Quotation Number

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

NCPA Registered Vendor Quotation Number Process

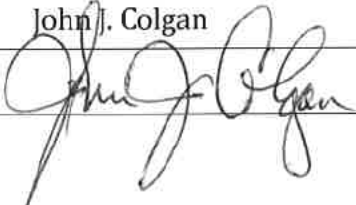
Fill out the form on the Facilities page at www.ncpa.us

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

*** Fill out and submit.**

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

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

Date	November 18, 2020
RFP Number	33-20
Company Name	SecureWatch24, LLC
Printed Name	John J. Colgan
Signature	

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

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

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

◆ **Residency**

- Responding Company's principal place of business is in the city of New York, State of New York

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

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Evan Feridun
 - Title: Senior Accountant
 - Company: SecureWatch24, LLC
 - Address: One Penn Plaza, Suite 4000
 - City: New York State: NY Zip: 10119
 - Phone: (212) 729-5400 Email: eferidun@sw24.com

- Purchase Orders

Contact Person: April DeRosa
Title: Project Coordinator
Company: SecureWatch24, LLC
Address: One Penn Plaza
City: New York State: NY Zip: 10119
Phone: (212) 729-5400 Email: aderosa@sw24.com

- Sales and Marketing

Contact Person: Pat Fox
Title: National Sales Director
Company: SecureWatch24, LLC
Address: One Penn Plaza, Suite 4000
City: New York State: NY Zip: 10119
Phone: (212) 729-5400 Email: pfox@sw24.com

- ◆ Pricing Information

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

Tab 4 – Vendor Profile

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

GENERAL:

1. **Company's official registered name:** SecureWatch24, LLC
2. **Brief history of your company, including the year it was established:** SecureWatch24 (SW24) was founded in 2004 by two NYPD officers with a dream to provide immediate, actionable intelligence to the end-user> Over the past 15 years, the dream has been realized and SW24 is now a recognized industry leader in physical security integrations, installations, consultation, investigation, programming, system design and intelligent facility systems.
3. **Company's Dun & Bradstreet (D&B) number:** 18-450-7387
4. **Corporate office location:** One Penn Plaza, Suite 4000, New York, NY 10119
5. **List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.**

Direct Sales: 2
Sales Support: 3
Service Technicians: 12
Engineering Support: 7
Administration: 3

6. **List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.**

Two (2) Locations:
1. One Penn Plaza, Suite 4000, New York, NY 18902
2. 70 Moonachie Ave, Moonachie, NJ 07074

7. **Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:**
 - a. Sales
PAT FOX, Director Of National Sales, (518) 469-9201, pfox@sw24.com

Profile	High-performance, professional sales executive with four decades of experience in the physical security industry.	
Areas of expertise	<ul style="list-style-type: none"> • Retired City of Albany Police Officer • Expert sales professional from ion all environments from governmental sales to Major trade shows • Possesses sales contacts and relationships throughout the United States, Canada and Europe • Expert understanding of LPR and other Law Enforcement Technology Operations • Extensive knowledge of law enforcement at the local, county, state and national level • Extensive experience as a professional investigator. 	
PROFESSIONAL Experience	SecureWatch24 LLC , New York, NY Director of National Sales <ul style="list-style-type: none"> • Concentrating on LPR & Law Enforcement Operation Sales 	2012 – Present
	ELSAG North America , Brewster, NY Field Operations Manager <ul style="list-style-type: none"> • Manager of the operational elements of physical security technology 	2008 – 2011
	City of Albany Police Department , Albany, NY Director of National Sales <ul style="list-style-type: none"> • Auto Theft and Insurance Fraud Investigations 	1972 – 2008
Education	Junior College of Albany , Albany, NY Associates in Applied Science, Business Administration & Accounting	1971
	Russell Sage College , Albany, NY Bachelor of Science, Criminal Science	1976
Affiliations	New York State Chief of Police Association – Member New England Chiefs of Police Association – Member Massachusetts Chiefs of Police Association – Member Connecticut Chiefs of Police Association - Member New York State Parking Association – Member New England Parking Association – Member Florida Chiefs of Police Association – Member Georgia Chiefs of Police Association - Member Pennsylvania Parking Association – Member New Hampshire Chiefs of Police Association – Member Boy Scouts of America – Eagle Scout 1968 Boy Scouts of America – Order of the Arrow 1967	

b. Sales Support

MICHAEL BUENCAMINO, Project Coordinator, (631) 655-4038, mbuencamino@sw24.com

MICHAEL BUENCAMINO

PROJECT COORDINATOR

PROFILE

Diligent, industrious project coordination profession with proven record of success in a fast-paced working environment. Expertise in making consultative sales, prospecting for potential clients and liaising and upselling to existing clients. Excellent interpersonal communication skills. Team player, who is eager, enthusiastic, and focused.

AREAS OF EXPERTISE

General Labor	Consultative Sales	Sales Presentations
Client Relations	Material Requirements Calculations	Customer Service
Preventative Maintenance	Problem Solving	Conflict Resolution

PROFESSIONAL EXPERIENCE

SecureWatch24 LLC, New York, NY May 2019 – Present

Project Coordinator

- Ensures projects are completed on-time and within budget.
- Oversees administration of all components of large-scale projects
- Responsible for achieving projects objectives in a timely manner
- Performs other duties as assigned.

Burgerology, Huntington, NY May 2018 – May 2019

Restaurant Manager

- Managed team of employees, creating schedules and processing payroll.
- Recruited, hired and trained employees.
- Effectively communicated with kitchen staff, regarding customer allergies, dietary needs, and special requests.
- Answered customer inquiries and resolve issues promptly.
- Consistently adhered to quality expectations and standards.

HomeAdvisor IAC, Teterboro, NJ – May 2018

Media Sales Representative

- Developed new sales opportunities, establishing proactive relationships with prospective customers and consistently following up on leads.
- Delivered sales presentations

New York Islanders, Barclay’s Center May-August 2017

Sales Intern

- Developed new sales opportunities, establishing proactive relationships with prospective customers and consistently following up on leads.
- Delivered sales presentations and set up live sales events.
- Coordinated team projects.
- Attend networking events to sell season tickets, corporate, partial, and group ticket plans.

EDUCATION

State University of New York at Oneonta, Bachelor of Science, Business Economics

c. Marketing

BRIAN LEVICKY, Director of Client Advocacy, (908) 864-3965

BRIAN LEVICKY

DIRECTOR OF CLIENT ADVOCACY

AREAS OF EXPERTISE

- Ability to engage in projects from detailed technical to c-level/executive perspective
- Lead customer engagements to capture requirements to create technical physical security system design
- Advanced System Design and Troubleshooting
- In-depth knowledge of Corporate IT Operational & Cybersecurity Requirements and design security systems to meet them
- Ability to translate customer business specification into functional and technical specifications
- Ability to break down complex technical concepts to lead Trade Show/Seminar/Classroom style presentations/trainings
- Genetec's Omnicast & Security Center Suite of products
- Network Design & Architecture (including multicast, routing, and firewalls)
- Managing implementation and troubleshooting all Microsoft Windows OS platforms including Active Directory
- Microsoft SQL Server: deployment, management, backup/restore, data import/export

PROFESSIONAL EXPERIENCE

SecureWatch24 LLC, New York, NY April 2019 – Present

Director of Client Advocacy

- Evaluate new technology and assess feasibility of use for clients to strengthen operations
- Review existing technology, currently deployed by clients, to maximize usage and improve operational efficiency
- Technical resource to sales & design engineering teams to design systems for clients and conduct technical system design presentations
- Aid service & support teams, as SME, to help manage and troubleshoot cases for client

IK Systems, Inc., Rochester, NY February 2018 – April 2019

Director of Technical Solution

- Led key, strategic projects, in excess of \$1,000,000 revenue from system design, proposal, and implementation.
- Reviewed and approved design of IT Equipment to be used for all projects, including final purchasing of equipment.
- Conducted on-site and remote Operator and Administrator Training Classes
- Present/Guest Speaker at customers' National Annual Security Conference as SME on various technology topics.
- Ensured operational readiness of sales proposals accepted by customers.
- Created technical deployment plans for complex projects, supporting project managers & Engineering Team.

Genetec, Inc., Montreal, QC April 2008 – October 2017

R&D Solution Architect/Sales Engineer

- Subject Matter Expert (SME) for all Genetec Products
- Responsible for technical knowledge transfer, for all Genetec Products, to any/all Genetec Departments, globally, including, but not limited to: Sales Engineering, Training, Field Engineering, and Technical Support
- Prepared course content and conducted technical deep dive sessions at annual team summit meetings for different Genetec Departments, globally
- Responsible for creating System Architecture and Design Documentation, for all Genetec Products, and White Papers to be used both internally and externally.
- Worked with R&D Teams to set design guidelines for all products
- Worked with R&D Teams to transfer field knowledge to R&D to foster better feature design
- Resource to sales/sales engineering, as SME, for technical design and architecture meetings with Enterprise/Fortune 100 accounts, enabling the sales team to grow revenue by 30% year over year.
- Resource to support, as SME, to help manage and troubleshoot cases for key/enterprise accounts.
- Travel, globally, to meet with key/enterprise accounts.
- Responsible for growing Genetec's Northeast Region of the US from \$1,000,000 to \$10,000,000+ in 5 years
- Responsible for training new hires added to the North American Sales Engineering Team
- Created and maintain core curriculum for Genetec's System Design Training Course as well as conducted classes
- Responsible for training System Integrators, Architects & Engineers, and End Users in how to design solutions using Genetec's Products
- Worked with System Integrators, Architects & Engineers, and End Users to design systems using Genetec's Products

DVTel, Inc., Ridgefield Park, NJ August 2004 – April 2008

Network Application Engineer/Technical Support Engineer & Trainer

- Maintained course curriculum and delivered Technical Certification, Administrator, and Operator Training to over 400 students, globally, from integrators to end-users to DVTel Employees
-

- Provided tier 1 phone and on-site support for integrator and customers to diagnosed and fix application errors caused by hardware configuration & performance, software configuration, database design and performance, network issues, and firewall issues
- Provided tier 2/tier3 support for DVTel Support Engineers
- Designed hardware and software build SOP's used to configure systems sold to customers
- Member - Software Design Team responsible for design of core software architecture and feature sets
- Collaborated with integrators to design solutions to customer RFP's
- Conducted Software and Network Certification Training covering design and architecture of DVTel Solutions
- Provided phone and on-site consulting services with Integrators, Security Consultants, and End-User IT Departments detailing how to design or best implement their DVTel Solution

Prudential Financial, Newark, NJ May 1999 – November 2002

Database Administrator/Infrastructure Engineer

- Support PeopleSoft 7.54, including, Tuxedo Middle Tier, full-client and web-client access, and middle tier connectivity to the database
- Designed programs to extract data from the PeopleSoft Database and load the data into downstream HR Applications
- Planned and implemented the consolidation of the HR Development Sever Lab into the Corporate Data Centers resulting in savings in excess of \$100,000 per year for the company
- Designed, developed, and implemented the database and application for the HR Compensation System (CompTrack), used by over 2000 users to process the salary increases and bonuses of 10,000+ employees totaling approximately \$50,000,000
- Provided client, server, and database support for the Applicant & Resume Tracking System (Restrac), used by 250+ users to track open positions within Prudential, candidates interviewed, and the applicants hired
- Implemented new changes and provided production support for the HR Employee Database (EIS), which stores employee information from all the HR-Payroll Systems to be used by the core HR Client Server Applications
- Provided production support, 24/7, for PeopleSoft HRMS (Payroll & Benefits), Compensation Systems, Applicant & Resume Tracking Systems, and HR Call Center Application
- Diagnosed and fixed application errors caused by hardware configuration & performance, software configuration, database design and performance, network issues, and firewall issues
- Architected systems to include enough environments to meet the requirements of Software Development Lifecycle
- Designed plans and participated in the tests for Business Continuation/Disaster Recovery for all HR Applications
- Reviewed application design and specifications to design systems that met performance and availability requirements
- Built all non-production servers and worked with corporate IT group to build production servers to corporate standards
- Installed and configured application software, across all environments, not supported by corporate IT groups
- Scheduled maintenance of software and hardware, minimizing application downtime
- Developed, tested, and implemented fixes for application and security bugs
- Worked with Application Owners and Integration Lab to test client software and distribute to users desktops. In charge of supporting dozens of clients and devising solutions for various problems/requests for a wide customer base including small businesses, home offices, and home users.

CERTIFICATION

- Genetec Omnicast, Synergis & AutoVu Technical Certification
 Genetec Advanced Configuration and Troubleshooting
- ISONAS Pure Access Manager

- d. Financial Reporting
SHEPARD MASAWI, Chief Financial Officer, (212) 729-5400, smasawi@sw24.com

SHEPARD MASAWI

CHIEF FINANCIAL OFFICER

PROFILE

Results-focused executive-level financial professional with 17 years of experience.

AREAS OF EXPERTISE

- **Certified Public Accountant (CPA)**
- Practical experience with standards/regulatory compliance including: SAP, HFM, Hyperion Essbase, Oracle, Kameleon, Quickbooks, Peachtree, Jewel, Excel, Word, PowerPoint, ACL.

PROFESSIONAL EXPERIENCE

SECUREWATCH24, LLC
Chief Financial Officer

Oct 2019 - Present

SECUREWATCH24, LLC
Controller

Oct 2018 - Oct 2019

Financial Controller - Moleskine (Americas)
New York, NY

2016 - 2018

Moleskine is the brand through which the Company develops, distributes and sells a family of products for the modern-day nomad through the B2B, B2C, E-Commerce, Wholesale and Retail distribution channels. The Financial Controller is responsible for managing controllership team of 3, overseeing all aspects of the accounting period close (IFRS and US GAAP), technical accounting matters (including revenue recognition, business combinations, stock compensation), implementing and maintaining internal controls, cashflow forecasting, managing internal and external audit, collaborating with external consultants to ensure accurate and timely filing of Federal, State and Sales Taxes. Key achievements include:

- Managing the accounting function through an SAP implementation while ensuring minimal disruption to accounting operations.
- Restructured controllership team by reassigning responsibilities and hiring to ensure talent was commensurate with business needs.
- Improved internal controls by implementing formal reviews and approvals in order-to-cash and procure-to-pay business processes.

Business Unit Controller - Tyco International
Philadelphia, PA

2014 - 2016

Tyco is a \$20 billion global conglomerate which designs, installs and services fire, and security solutions. Responsible for managing accounting team of 4, overseeing accounting period close including financial statement review, technical accounting matters (e.g. revenue recognition, business combinations), preparing information for SEC disclosures (10K & 10Qs); presenting financial statements to segment business leadership; strategic financial planning, budgeting/forecasting and variance analysis; internal controls; managing internal and external audit. Finance Business Partner to VP Operations and his team. Role included working with Tyco Corporate executives, business segment leadership across operations, sales, finance, and controllership functions. Role also included review of contracts with customers/ vendors to determine accounting implications. Key achievements include:

- Implemented full absorption costing to ensure accurate reporting of costs and revenue at the job level.
- Optimized inventory process by initiating regular inventory counts and improving inventory controls to mitigate inventory losses.
- Completed ERP feasibility assessment to transition local ERP to Oracle Financials.

-
- Improved unbilled revenue (CIP) by 54% and reduced bad debt expense by 50% through leveraging customer relationships with collections/ sales functions.
 - Expanded gross profit margins from 26% (FY14) to 29% (FY15) while addressing legacy balance sheet items and strengthening operational controls.

Global Internal Audit Manager - Tyco International

2010 -2014

Princeton, NJ

Managed internal audit teams (up to six members) from global risk assessments through to engagement reporting, within established deadlines and budgets for approximately 80 auditable Tyco entities in North/ South America, Europe and Asia under both US GAAP and IFRS.

Conducted engagement progress update meetings with both the internal audit function and the auditees. Assisted in developing the audit plan and managing the audit universe. Worked with Tyco Corporate executives and business segment/ unit leadership and led teams of up to 8 members including performing appraisals. Worked with the external auditors for high-risk entities on joint/coordinated audits and for complex accounting and disclosure matters including SEC reporting. Notable highlights include:

- Collaborating with Tyco Corporate Legal and obtained Tyco Board Approval to update the Tyco Audit Charter with key changes significantly impacting the independence of the Chief Audit Executive and Internal Audit Function.
- Taking ownership of revenue recognition under Job Costing becoming subject matter expert and participated in creating the updated Tyco Global Job Costing Policy (ASC 605).
- Providing independent assessments to the emerging markets CFO, President and their teams on large job costing projects in India and Brazil including recommendations to improve profitability outcomes.

Controller - MTI Limo & Shuttle

2008 - 2010

Atlanta, GA

MTI Limo & Shuttle is a privately held company providing luxury transportation and shuttle services in the Atlanta Airport area. Top financial position responsible for managing the controllership team (3), overseeing all financial reporting, accounting operations (including technical areas such as accruals, revenue recognition, consolidations, reserves), payroll, accounts receivable, accounts payable, internal controls, budgeting & forecasting including variance analysis, and tax filings. Role reported into CEO and required working with Operations/Sales/HR Managers and a team of 3. Notable achievements:

- Identified the need for and led the 2007 financial statement restatement.
- Improved working capital efficiency by optimizing invoicing/collection efforts for accounts receivable and ensuring all liabilities were properly accounted for and paid in accordance with agreed upon terms.

Experienced Audit Senior - Deloitte

2005 - 2008

Atlanta, GA

Key highlights of experience:

- Reviewed financial statements and identified financial and audit risks, relevant risks were mitigated through adequate audit procedures, audit report was consistent with the audit work performed.
 - Worked with CFOs; Finance Directors and Controllers in ensuring that financial statements and related footnotes were consistent with US GAAP or IFRS.
 - Reviewed quarterly Form 10-Q and annual 10-K filings and other SEC disclosures for accuracy and compliance with regulatory requirements.
 - Managed audit teams up to 4, designed audit approach based on firm's methodologies, and performed testing of complex accounting areas such as consolidations, interest rate swaps, revenue recognition, accounting for foreign exchange transactions, reserves.
-

Audit Senior - Deloitte**2003 - 2004***Zimbabwe*

- Reviewed and audited IFRS financial statements and managed audits of large/mid-sized private and public companies in telecommunications, manufacturing, agriculture, and pension funds.
- Mentored, coached, trained and performed evaluations of staff in teams of up to 4.
 -

EDUCATION**University of South Africa**

Post Graduate Diploma in Auditing

University of South Africa

Honors Bachelor of Accounting Science (Post Graduate)

University of South Africa

Bachelor of Accounting Science

e. Executive SupportAPRIL DEROSA, Project Coordinator, (201) 806-8810, aderosa@sw24.com

APRIL DEROSA**PROJECT COORDINATOR****PROFILE**

Objective-oriented professional project coordinator 12 years of administrative experience.

AREAS OF EXPERTISE

- Ability to supervise staff, improve workflow, accuracy and efficiency
- Proficient in Microsoft Office: Excel; Word; Windows XP
- Ability to establish productive professional relationships with service providers and vendors
- Possesses excellent verbal and written communication skills
- Exceptional capacity for problem solving & organizational skills
- Ability to work successfully with little supervision
- Successful experience with the diverse public in area of sales & services
- Proficient at planning, coordinating and monitoring programs

PROFESSIONAL EXPERIENCE**SECUREWATCH24, LLC****Oct 2012 - Present****Project Coordinator**

- Ensures projects are completed on-time and within budget.
- Oversees administration of all components of large-scale projects
- Responsible for achieving projects objectives in a timely manner
- Performs other duties as assigned.

Fabulous Foods, Moonachie, NJ**2008 - Oct 2012****Office Manager & Event Planner**

- Responsible for schedules and other related personal issues for employees. Accountable for all official company correspondence.
 - Provided administrative support to monitor the expenditure's while achieving set plans and budgets of the company.
 - Ensured that all the departments of the company are functioning well and provide necessary assistance when and where needed.
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- Planned and coordinated meetings with the senior officials to discuss financial and development related issues.
 - Maintained confidential records of the company. Assist the sales and catering department while providing site tours, coordinating all travel, shipping, communication, and entertainment needs of clients and executive staff members.
 - Served as point contact for clients; communicate with vendors for additional services and billing.
 - Created service plans for events; organize setup and cleanup for functions.
 - Effectively developed and maintained working relationships with key accounts and auxiliary vendors to maximize profitability.
-

8. Define your standard terms of payment. All work performed requires a purchase order or contract. Unless noted otherwise in the proposal, payment terms are net-30 upon receipt of invoice. Additional billing options may include: Payment upon receipt/delivery of equipment, monthly cycle billing or process payments. Additional discounts may be available for prompt payment. Service and extended warranty agreements may be invoiced monthly, quarterly or annually. Pre-prompt payment. Service and extended warranty agreements may be invoiced monthly, quarterly or annually. Pre-payment of service and extended warranty agreements may warrant additional customer discounts.

9. Who is your competition in the public marketplace? Diebold, Henry Brothers, Johnson Controls.

12. What is your strategy to increase market share in the public space? SW24's dedicated marketing will maximize exposure to the NCPA contract in the public sector:

- SW24 currently participates in several industry publications' and trade associations' marketing positions. SW24 advertising in these publications may be modified to include the NCPA logo/affiliation.
- SW24 attends over 30 trade shows per year throughout the country. The NCPA logo/affiliation may be added to SW24 displays and booths.
- SW24 has a robust selection of vertical market-specific cut sheets. The NCPA logo/affiliation may be added to all literature targeting eligible end-users.
- SW24 may develop end-user literature with instructions on how to attach to the NCPA contract.
- SW24 may prominently display the NCPA logo/affiliation on its corporate website.
- SW24 may create a B2B portal to simplify ordering and account management for government agencies.
- SW24 invites NCPA participation in collaborative events such as trade show exhibition, A&E education Seminars and a host of other initiatives.

- 13. What differentiates your company from your competitors?** SW24, a NYC-based, privately held, full-service security company, was established in 2004 and now provides integrated security services to clients across twenty-five states and four countries. SW24 is a recognized leader in the security industry, providing technology-based security services and specializing in electronic surveillance design and installation, personal property protection, intrusion signal monitoring, video management systems, access control, integrated enterprise-level security design, RFID-based asset tracking, license plate recognition and a host of security project management and consulting services. Sw24 provides its clients with custom-tailored security solutions to meet their specific needs and exacting standards. SW24 provides its clients with custom-tailored security solutions to meet their specific needs and exacting standards. Over the past decade, the company has created a robust Network Operations Center (NOC) which currently manages in excess of 26,000 cameras securing approximately 2,500 locations across the United States. SW24 has also developed a dedicated government sales team that produces dedicated literature and training on how to recruit an agency to become NCPA members and incentivized sales team utilization of the NCPA contract.
- 14. Briefly summarize your company's Quality control/Quality assurance program:** SW24's Quality Assurance Program uses key performance indicators to provide benchmarks for measuring quality. These benchmarks include, but are not limited to: measurements of customer satisfaction; rate of product breakage or return; and performance parameters such as performance speed.
- 15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.** While SW24 has never been involved in any bankruptcy or reorganization proceedings, it has and is currently involved in low-level litigation associated with former employees.
- 16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.** SW24 continuously strives to provide lowered costs to its customers based on volume orders and other incentivizing discounts for qualified clients.

PRODUCTS:

- 17. What is the reputation of your company's products in the public marketplace?** As evidenced by our references, the reputation of our product lines in the public marketplace is outstanding.
- 18. What equipment/system support documents will your company provide?** Manufacturers manuals and 24/7 customer service from our Fusion Center in Moonachie, NJ.
- 19. Identify the process of receiving a purchase order to the ordering of equipment. Purchase** Orders are issued, received, paid and accepted by the internal ALERT system that maximizes both efficiency and accountability.
- 20. Describe your company's shipping schedule notification procedures.** Shipping schedules are conducted by Drop – Ship process with manufacturers.

21. **Describe how your company deals with shipping delays. How do you notify your customer of delays?** Drop-Shipping delays are rare, but when they do occur, SW24 facilitates swift resolution by coordinating efforts and updates with the manufacturer's points of contact in shipping.
22. **Provide your shipping schedule reporting form. How many times do you update?** A shipping schedule reporting form is unnecessary, SW24 does not maintain one. Instead, we rely on manufacturers to produce them in the event they are needed, and facilitate their update as necessary.
23. **How many products do you stock? Where?** Most products are delivered from manufacturers, both SW24 manufacturers goods and various current and legacy systems components are stored at our facility at 70 Moonachie Ave, Moonachie, NJ 07074.
24. **What is your percentage of on-time delivery at each manufacturing plant?** Above 95%
25. **Describe any direct order entry system or capabilities your organization has such as internet capabilities.** No direct order capabilities currently exist, we use 24/7 customer service from our Fusion Center in Moonachie, NJ.
26. **Are all security products UL listed and in compliance with all applicable codes in all states?** Yes.
27. **If your product is defective, what is the replacement process and turnaround?** If a product is defective we facilitate return and replacement to the manufacturer.
28. **What is the capability of your company to respond to emergency/rush orders?** Expedited orders can be made based on the level of service contract the customer has entered into with SW24.
29. **State whether your company provides a quality guarantee on your products. If so, please describe.** SW24 provides a standard quality guarantee in our proposals for products and services that completely aligns with the laws governing implied warranties of merchantability in both New York and New Jersey.
30. **Describe your procedures to monitor the quality of your products.** SW24's Quality Assurance Program uses key performance indicators to provide benchmarks for measuring quality. These benchmarks include, but are not limited to: measurements of customer satisfaction; rate of product breakage or return; and performance parameters such as performance speed.
31. **Do you offer extended parts and labor warranties? If yes, state length of warranty.** No.
32. **Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.** None.
33. **What is your standard warranty on replacement parts?** One (1) year.
34. **How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?** Warranties, licenses, certifications and other registrations are tracked on in an internal SharePoint System that is reviewed and updated on a monthly basis.

35. **What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?** None.

SERVICES:

36. **Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.** Our Customer Service Department is a 24/7 operation in our Fusion Center located in Moonachie, NJ that is always manned by an adequate number of staff capable of reaching out to technical resources any time the issue exceeds their ability to resolve it remotely.
37. **Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.** Emergency service calls are responded to immediately by the 24/7 Customer Service as well as a highly effective staff of technicians. Not every call requires emergency service, and the time required to resolve them varies from situation to situation, so an average response time may not be a useful metric. However, the fact that response begins the moment our 24/7 Customer Service is contacted is the best indicator of our emergency call effectiveness.
38. **Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.** SW24's 24/7 Customer Service and well-trained highly effective staff have a proven track record of flexibility and tenacity that ensures timely service calls and problem resolution for all of our customers.]
39. **Please describe the quality program(s) within your company which measures your service work.** SW24's Quality Assurance Program uses key performance indicators to provide benchmarks for measuring quality. These benchmarks include, but are not limited to: measurements of customer satisfaction; rate of product breakage or return; and performance parameters such as performance speed.
40. **Describe your call center organization.** SW24 maintains a 24/7 Customer Support line at our Fusion Center in Moonachie, NJ. It maintains 24/7 operations with the ability to activate and deploy technical resources should an issue warrant that escalation.
41. **Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?** Yes and Yes. The SW24 24/7 Customer Service Line is (877) 971-6771, and (201) 636-4081.
42. **Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?** This would depend on the level of service the customer subscribes to and/or the severity of the issue. Our 24/7 Customer Service line would field the call and determinations on escalation would be made internally depending on the nature and severity of the issue.
43. **List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.**

- a. Our 24/7 Customer Service Line receives a request for a service call – if the operator is unable to resolve the problem they issue a ticket number and refer the call to a technician (5-15 minutes)
 - If the customer subscribes to an emergency service plan their issue is immediately elevated to a technician on-call who will call the customer and determine whether or not the issue can be resolved over the phone (15-30 minutes); or a service visit is warranted (2-3 hours)
 - If the customer does not subscribe to an emergency service plan their issue is addressed during normal operating hours on the next business day (varies).
- b. The issue is addressed by the appropriate level of technical support until it is closed (varies)
- c. Once the issue is resolved, the ticket number is closed, a report is generated and sent via email for SW24 and the customer's records (within 24 hours of ticket closure).

44. **What technology such as GPS tracking does your company use to track completion of repairs?** Repairs are tracked by technician reporting in near real time.
45. **What is the reputation of your company's service in the public marketplace?** The reputation of SW24 for service in the public marketplace, as evidenced by our references, is outstanding.
46. **Identify the process of receiving a purchase order to the providing of a service contract.** Once the purchase order is received a service contract is created in the ALERT system based on the purchase order.
47. **Describe your company's startup and system checkout responsibilities.** Both system startup and system checkout responsibilities depend greatly on the nature of the system being installed, evaluated, repaired, etc.
48. **Describe your company's post-installation and warranty support. SW24 maintains a 24/7 customer support service.** If this service is unable to completely address and resolve the problem directly with the customer, the issue is referred to a technical support team that works to resolve the issue during normal business hours.
49. **Describe your company's steps for system analysis.** These steps depend on the nature of the system being analyzed.
50. **Discuss your company's current computer systems architecture. How does your company's computer system guarantee customers receive consistent service support, security responsibility verification, and management reporting?** SW24 uses several computer systems, including but not limited to ALERT, to ensure service support consistency, security verification and management reporting. We have an IT team responsible for maintaining the efficiency of these systems.
51. **What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?** The SW24 ALERT system automates invoices and ensures efficiency of payment from both government agencies and other customers.
52. **Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.** SW24 has no service centers as such. We have

a full complement of well-trained and highly effective technicians who are fully qualified and regularly trained to ensure standards are upheld.

53. **Is warranty coverage dependent on using your start-up procedure?** No.
54. **Who performs your start-up procedure?** We (SW243) do it ourselves.
55. **Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.** While this would depend largely on the nature of the units being replaced, generally SW24 would use the current terms of warranty to dictate pricing, test each unit in the system to ensure functionality and replace or repair any malfunctioning or non-operational units.
56. **Describe what project scheduling tools your company use to track projects during construction.** A suite of project management tools is used by SW24 including, but not limited to Gantt charts on our SharePoint site as well as regular project meetings and reports.
57. **Describe how your company handles site development and project permitting process.** Site development and permit issuance are addressed and resolved by our project managers well in advance of the commencement of actual work on site.
58. **Describe your company's construction management plan.** The SW24 Construction Management Plan is a plan entire project from its goals to an evaluation of the process that focuses primarily on the **construction** work itself.
59. **What is your standard warranty on installation?** Depends on the nature of the installation and the contract but generally at least one (1) year.
60. **Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.** SW24 does not differentiate standard warranties.
61. **State whether your company provides a quality guarantee on your service. If so, please describe.** SW24 provides the standard guarantee of quality required to comply with both New York and New Jersey laws regarding implied warranties of merchantability.
62. **What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?** Pricing would be honored in all states to which this contract is made available.

SAFETY:

63. **Describe your company's safety program during service/repair work.** SW24 maintains a robust, OSHA-compliant safety program for all work, including repair and service work, complete with weekly safety meetings and regular training updates.
64. **Describe your company's safety program during construction.** The SW24 Safety program is fully OSHA-Compliant, and follows all precautionary procedures prescribed by OSHA.
65. **Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.** As of the date of this Contract we have gone over 2 years without a OSHA reportable incident.

66. **What reporting mechanism does your company provided to the customer upon completion of any project?** Contact information regarding and access to our 24/7 customer service support staff.

MARKETING/ SALES

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

a. A co-branded press release within first 30 days – As SW24 already has experience as a NCPA vendor, we will continue to make our customer base aware of the products and services available to them on NCPA, rely on our sales team to garner new customers using NCPA and utilize whatever potential for marketing collaboration is offered by NCPA.

b. Announcement of award through any applicable social media sites – In addition to SW24's website (www.sw24.com), we are prepared to leverage all social media marketing opportunities permitted under NCPA.

c. Direct mail campaigns – SW24 does not currently conduct direct mail marketing campaigns.

d. Co-branded collateral pieces – SW24 currently co-brands with NCPA and COSTARS, and is ready, willing and able to join NCPA on whatever collateral co-branding opportunities it recommends.

e. Advertisement of contract in regional or national publications – SW24 is open to join NCPA in any national or regional publications it recommends. Currently, SW24's sales team is introducing NCPA to potential clients and utilizing the NCPA contract to satisfy the needs of its current customer base.

f. Participation in trade shows – SW24 has a robust presence at over a dozen tradeshow annually around the nation. SW24's sales team avails itself of the opportunities presented in trade shows by introducing NCPA to potential customers as part of their sales strategy.

g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:

- **NCPA and Region 14 ESC Logo** – SW24 has already added the NCPA Logo to its website and other advertising materials.

- **Link to NCPA and Region 14 ESC website** – SW24 has link to NCPA on its website.

- **Summary of contract and services offered** – SW24 maintains a list of current contracts and services offered for our customers' ease of reference.

- **Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials** – SW24 maintains all of this documentation and ensures its available on request.

68. **Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.** SW24 will continue to demonstrate the benefits of the NCPA contract as it has previously, as part of our sales team and marketing strategies, as well as new opportunities for expand our customer base in collaboration with NCPA.

69. **Explain how your company plans to market this agreement to existing government customers.** SW24 plans to continue both its successful sales team and marketing strategies for public sector sales informing new customers and reminding existing ones of the multitude of benefits available through the NCPA contract.

70. **Provide a detailed 90-day plan describing how the contract will be implemented within your company.** SW24 already effectively markets and sells under the NCPA Contract. Our renewal of this contract will see us continuing our successful marketing and sales strategies for NCPA for

the entirety of the contract, as well as adopting prescribed best practices and lessons learned offered by NCPA and exploring new avenues of marketing and sales as they become available.

71. **Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.** Our small, but dynamic, sales force has already been trained on and utilizes the current NCPA Contract. They will review the changes to the Region 14 ESC agreement and make whatever adjustments are required.
72. **Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.** He use of the SW24 logo as described herein is acknowledged and accepted.

ADMINISTRATION

74. **Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).** SW24 has enjoyed a great deal of commercial success with Pennsylvania COSTARS, with David Gibson as our point of contact who can be reached at (717) 346-2680, David Gibson, davgibson@pa.gov, www.costars.state.pa.us.
75. **Describe the capacity of your company to report monthly sales through this agreement:** SW24 is already completing NCPA reporting on a quarterly basis with ease, increasing the frequency of this reporting to monthly will not present a problem.
76. **Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency:** SW24 creates and tracks reporting for billing by location, time and attendance reports and the like through our ALERT System.
77. **Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies:** SW24 automates many of the processes such as invoices and payment, which saves time and manpower, thereby improving efficiency and lowering costs.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

78. **Please provide your company's environmental policy and/or green initiative:** The SW24 Green Initiatives include recycling refuse and equipment as well as encouraging carpooling among staff.

Vendor Certifications (if applicable)

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

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Respondents are requested to provide product forms with detailed description of your product offerings. Provide the minimum information as listed for your product categories on the following classifications of product:

- ◆ **Security Systems**

Provide information on all products to include the following information:

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

Products:

- Electronic Access Control
- Fire and Safety Protection
- Intrusion Detection
- Monitoring Services
- Radio Frequency Identification
- System Integration and Design
- Public Warning/Mass Notification
- Video Surveillance/CCTV
- Fire Suppression
- Metal Detection Equipment

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

- ◆ **Security Services & Maintenance**

- Type (e.g., preventative and full maintenance contracts, emergency services, regulatory compliance, scheduled maintenance)
- Define processes for each type of service and/or maintenance of the system or the equipment

- List key personnel (factory, sub-contract, other)
- References (public sector only)
- Case studies describing benefits of services

◆ **Security Installation**

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

◆ **Warranty Services**

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

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

SecureWatch24 (SW24) is readily able to demonstrate a wide set of capabilities in handling both large government clients locally and demanding private sector clients nationally. Though SW24 has “brick and mortar” offices in the tristate area only, the diversity of our national client base clearly illustrates what SW24 has accomplished with its proven network of subcontractors and distributors. Given the sensitive nature of SecureWatch24’s installation work, only limited information will be provided in this document. Should additional data be required or desired, please submit a formal request to SW24 and it will be forwarded to the appropriate parties.

Tab 8 – Value Added Products and Services

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

Executive Summary

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

Detail Description

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

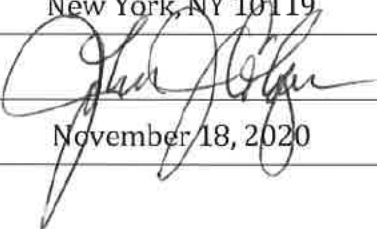
Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	SecureWatch24, LLC
Print Name	John J. Colgan
Address	One Penn Plaza, Suite 4000
City, State, Zip	New York, NY 10119
Authorized signature	
Date	November 18, 2020

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

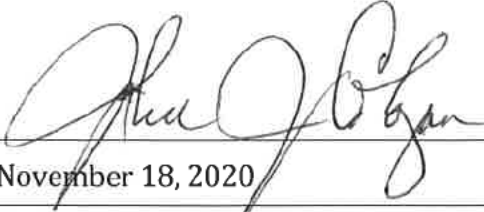
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

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

Authorized signature

Date




November 18, 2020

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	SecureWatch24, LLC
Address	One Penn Plaza, Suite 4000
City/State/Zip	New York, NY 10119
Telephone No.	(212) 729-5400
Fax No.	(201) 636-4081
Email address	john@sw24.com
Printed name	John J. Colgan
Position with company	Chief Operating Officer
Authorized signature	

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/State_and_Territories.shtml

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