

Request for Proposal (RFP) for UV-C Stationary and Autonomous Indoor Air Cleaning Systems and Services

Solicitation Number: 04-21

Publication Date: Tuesday, February 9th, 2021

Notice to Respondent:

Submittal Deadline: Thursday, March 25th, 2021 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, March 18th, 2021. 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 UV-C Stationary and Autonomous Indoor Air Cleaning Systems 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 UV-C Stationary and Autonomous Indoor Air Cleaning Systems and Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

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

UV-C Stationary and Autonomous Indoor Air Cleaning
Systems and Services

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 04-21

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 UV-C Stationary and Autonomous Indoor Air Cleaning Systems 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. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each 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.

Instructions to Respondents

◆ Submission of Response

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

◆ Required Proposal Format

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

◆ Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

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

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

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

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

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

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

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - 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
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

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

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

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

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

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

◆ 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.

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

Evaluation Criteria

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

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

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

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 Timilon Corporation - DBA "EnviroKlenz"
Address 24301 Warden Center Dr Suite 101
City/State/Zip Bonita Springs, FL, 34134
Telephone No. 239-294-1054
Fax No. _____
Email address LKitman@timilon.com
Printed name Levi Kitman
Position with company Account Executive
Authorized signature Levi Kitman

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 3, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Timfon Corporation (“Vendor”).

Recitals

DBA “EnviroKlenz”

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 3, 2021, referenced as Contract Number 02-116, 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 UV-C Stationary and Autonomous Indoor Air Cleaning Systems 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 quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

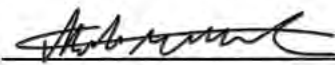
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

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

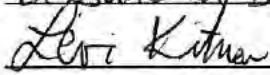
◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: May 3, 2021

Vendor:

Name: Levi Kitman
Title: Account Executive
Address: 24301 Walden Center
Dr. Suite 101, Bonita Springs, FL 34135
Signature: 
Date: 3/18/21

-DBA "Envisider"

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)

American Samoa

Northern Mariana Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

▪ **Minority / Women Business Enterprise**

• 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 Bonita Springs, State of FL

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

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

◆ **Distribution Channel**

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

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Lillian Bahls

Title: Director of Administration

Company: Timilon Corporation "DBA" EnviroKienz

Address: 24301 Walter Center Dr Suite 101

City: Bonita Springs State: FL Zip: 34134

Phone: 239-331-5712 Email: L.Bahls@timilon.com

- Purchase Orders

Contact Person: Levi Kitman
 Title: Account Executive
 Company: Timilon Corporation DBA "EnviroKienz"
 Address: 24301 Walden Center Dr Suite 101
 City: Bonita Springs State: FL Zip: 34134
 Phone: 239-294-1654 Email: LKitman@timilon.com

- Sales and Marketing

Contact Person: Levi Kitman
 Title: Account Executive
 Company: Timilon Corporation DBA "EnviroKienz"
 Address: 24301 Walden Center Dr Suite 101
 City: Bonita Springs State: FL Zip: 34134
 Phone: 239-294-1654 Email: LKitman@timilon.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

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

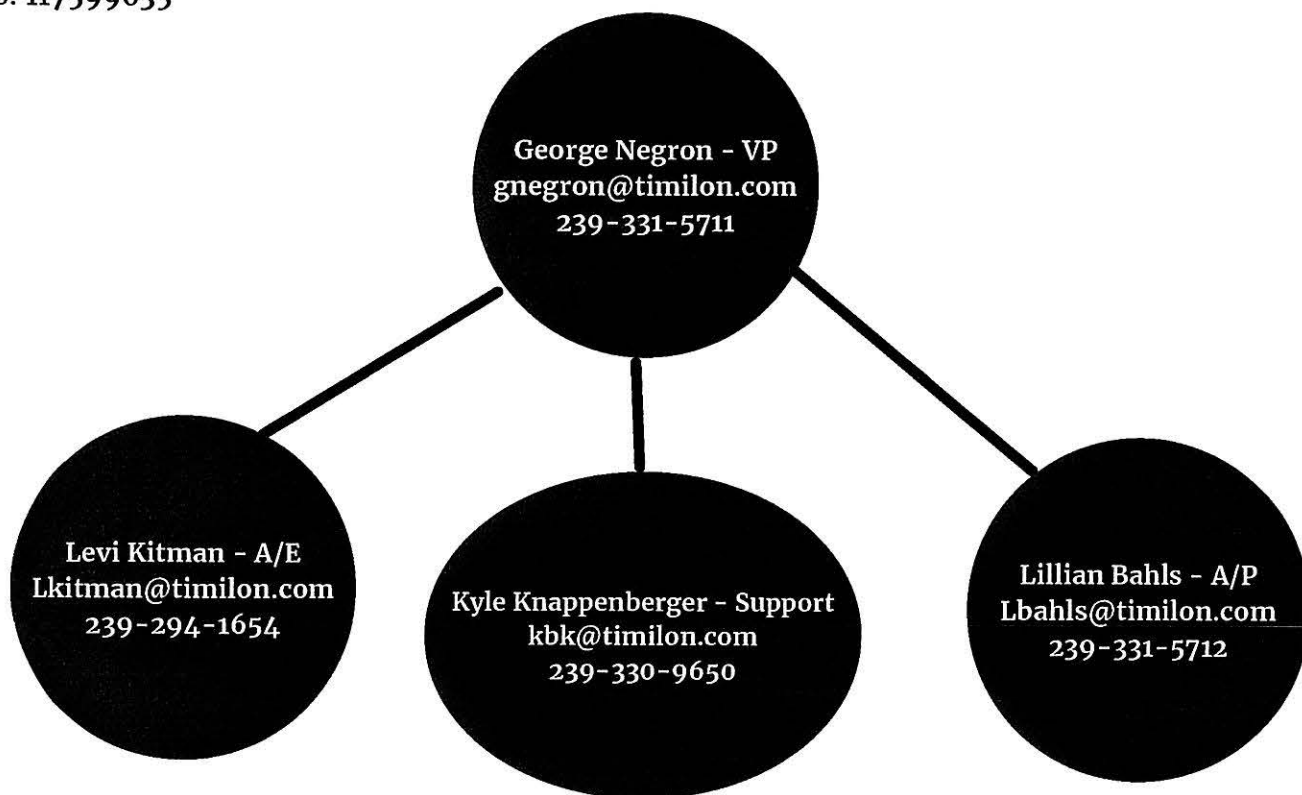


EnviroKlenz®

Tab 4 - Vendor Profile

Timilon Corporation - DBA "EnviroKlenz"

- Timilon Corporation DBA "EnviroKlenz"
- Timilon Corporation, formerly Timilon Technology Acquisitions LLC was established in May of 2013. This year birthed the brands "EnviroKlenz", "OdorKlenz", "FAST-ACT" and "ChemKlenz". The technology was originally developed decades ago in Kansas for chemical warfare neutralization and neutralization of the most toxic chemicals in the world. Since it's inception, the technology has been commercialized into various applications that help everyday consumers, schools and university's, hazmat, first responders and also military personnel be able to neutralize toxic chemicals and odors ranging from household to the battlefield. Timilon holds a combined 50 patents both domestic and international for chemical neutralization and odor control. Timilon's brand "EnviroKlenz" is specifically geared towards enhancing the indoor air quality for any and all occupants. Originally created and designed to help those with multiple chemical sensitivities, EnviroKlenz has become a staple in the indoor air quality industry, with our state-of-the art Air Purifiers that are made here in the USA and incorporate a patented technology, medical grade HEPA filtration and germicidal UVC lights for removal and destruction of the most harmful indoor chemicals and pathogens like viruses and bacteria.
- DUNS: 117599035





EnviroKlenz®

Tab 4 - Vendor Profile

Timilon Corporation - DBA "EnviroKlenz"

- **Corporate Headquarters:**
 - 24301 Walden Center Dr Suite 101
Bonita Springs, FL, 34134
- **Production Location:**
 - 3602 NW 16th Street Topeka, KS,
66618
- **Sales Contact:**
 - Levi Kitman - Account Executive (A/E)
 - 24301 Walden Center Dr Suite 101 Bonita
Springs, FL, 34134
 - 239-294-1654
 - Lkitman@timilon.com
- **A/P (Director of Admin):**
 - Lillian Bahls - Director of Administration
 - 24301 Walden Center Dr Suite 101 Bonita
Springs, FL, 34134
 - 239-331-5712
 - Lbahls@timilon.com
- **Support Contact:**
 - Kyle Knappenberger - Director of Support
 - 3602 NW 16th Street Topeka, KS, 66618
 - 239-330-9650
 - kbk@timilon.com
- **Leadership Contact:**
 - George Negron - Vice President (VP)
 - 24301 Walden Center Dr Suite 101 Bonita
Springs, FL, 34134
 - gnegron@timilon.com
 - 239-331-5711
- **Payment Terms**
 - NET 10, 15, or 30 extended to all NCPA
contracts
- **Competition**
 - There are many Air Purifiers on the
market, however, none that have a
patented earth mineral technology,
medical grade HEPA filtration and UVC
lights all in one system.



EnviroKlenz®

Tab 4 - Vendor Profile

Timilon Corporation - DBA "EnviroKlenz"

- **Differentiation**

- EnviroKlenz differentiates from our sea of competitors in the following ways:
 - Made in USA Air Purifier
 - 3rd Party Tested System to remove a virus .025 micron particle size at 99.9% or 3-log removal efficiency
 - 5 Year Full Warranty
 - USA based customer service and sales
 - Patented, commercial and military grade technology
 - MERV 19 medical Grade HEPA Filter
 - Germicidal UVC lights tested to be non-ozone producing
 - UL Certification

- **Marketing This Contract**

- Our dedicated marketing team based at our headquarters will enact the following marketing actions:
 - Advertise the NCPA's logo and reference the contract name on website.
 - Advertise the NCPA's logo and reference the contract name on social media platforms such as Facebook, Instagram, Pinterest and more.
 - Work with press agencies to release an article or series of articles sharing the news of our contract award with NCPA
 - Word of mouth to any government organization interested in purchasing EnviroKlenz
 - Newsletter release to all of our existing customers to share the news and of the contract award with NCPA.

- **Introducing NCPA**

- Our company will first introduce NCPA through our weekly zoom meeting and also share the news with an email describing the contract and what it means for the future success of our company.
- We will then celebrate with a pizza party or cheesecake as this is usually the next step in our celebration and introduction for a great accomplishment

- **Capabilities and ordering functionality**

- Our website allows customers to purchase products at our MSRP. If a customer from the government is requesting to purchase they are recommended to contact us through our contact form on our website.
- If awarded this contract by NCPA, a government customer would be informed immediately of the contract with NCPA so that they may register and be able to utilize the NCPA's contract procurement method.



EnviroKlenz®

Tab 4 - Vendor Profile

Timilon Corporation - DBA "EnviroKlenz"

- **Customer Service Department**
 - Located at: 24301 Walden Center Dr Suite 101 Bonita Springs, FL, 34134
 - Hours of operation
 - Monday-Friday: 9AM-6PM Eastern Standard Time
 - Customers may opt for 24/7 live chat support or submitting a contact form email.
 - Customer service phone number: 239-330-9650
 - Customer service email: custserv@timilon.com
- **Green Initiatives**
 - Our company wide policy is to not print emails
 - We use recycle bins in all facilities
 - Our offices have eco-friendly lighting and power outlets to automatically turn off after a period of 5 minutes
- **Certifications**
 - UL Certification attached on next page



EnviroKlenz®

Tab 4 – Vendor Profile

Timilon Corporation – DBA "EnviroKlenz"

NOTICE OF COMPLETION
AND
AUTHORIZATION TO APPLY THE UL AND ULC MARKS



2021-03-03

MR. KYLE KNAPPENBERGER:
TIMILON TECHNOLOGY ACQUISITION
13421 PARKER COMMONS BLVD, SUITE 102
FORT MYERS, FL, 33912

Your Reference: P.O. No. 2756
Our Reference: File E505568, Volume 1 Order: 13314457
Project: 4789449725

Project Scope: UL/CUL – Listing Investigation of Portable Air Purifier, EnviroKlenz Mobile Air System, Model ED327-0255

Dear KYLE KNAPPENBERGER:

UL has completed the investigation under the above project and confirmed compliance of your product(s) with UL requirements. We appreciate that you have a choice of certification providers and thank you for choosing UL.

This letter temporarily supplements the UL Follow-Up Services Procedure and serves as authorization to apply the UL and ULC Marks at the factory location(s) identified on the Authorization Page of UL File E505568, Volume 1. You are required to send a copy of this letter to all manufacturing locations authorized under UL File E505568, Volume 1.

The Follow-Up Services Procedure covering your product(s) will typically be provided by UL within 10 business days. Any information and documentation provided to you involving the UL and ULC Mark services are provided on behalf of UL LLC (UL) and Underwriters Laboratories of Canada Inc. (ULC) or any authorized licensee of UL and ULC.

Products that bear the UL and ULC Marks must be identical to those submitted to UL for evaluation and certification and must comply with the Follow-Up Services Procedure covering your product(s). Additional requirements related to the responsibilities of the Applicant and Manufacturer can be found under **Additional Resources** at <https://www.ul.com/fus>.

A UL certification is a valuable marketing tool meaning your product or company has successfully met stringent requirements. We encourage you to use your UL and ULC Marks and certification in your marketing activities. You can find information on how to accurately promote your UL certification at <https://www.ul.com/marketing>.

If you have any questions, please contact me or any of our customer service representatives. And, congratulations again on your achievement!



EnviroKlenz®

Tab 4 - Vendor Profile

Timilon Corporation - DBA "EnviroKlenz"

**NOTICE OF COMPLETION
AND
AUTHORIZATION TO APPLY THE UL AND ULC MARKS**



Sincerely,

Adler Brutus
Project Engineer
UL LLC
Adler.Brutus@ul.com

Bruce A. Mahrenholz
Director, Conformity Assessment Programs (CPO)
UL LLC
Bruce.A.Mahrenholz@ul.com

Gunsimar Paintal
ULC Mark Certification Program Manager
Underwriters Laboratories of Canada Inc.
Gunsimar.Paintal@ul.com

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EnviroKlenz®

Tab 5 - Products and Services

Timilon Corporation - DBA "EnviroKlenz"

EnviroKlenz® Air System Plus

The EnviroKlenz® Air System Plus safely and effectively combines advanced chemistry technology, germicidal UVC, and HEPA filtration to capture and destroy airborne toxic and noxious gases, particulates, allergens, bacteria, viruses and other allergy triggers.



Technical Specifications:

Model Number: ED327-0255-0EK

Price: \$799

Square Foot Coverage: 1,000

Power Requirements: 115V/60Hz/ 1 amp

Rated Air Flow of Fan (for each speed):
85, 150, 200, 250

Decibels:

- Whisper Mode: 54
- Low: 56
- Medium: 59
- High: 62

Dimensions:

Depth: 15.5" x Width: 15" x Height: 22"

Weight: 40lbs



Third-Party Tested and Validated:

Microbiological testing performed by a third-party, Intertek Labs:

- **Virus** (*Phi-X174* - 0.025 microns in size) - 99.9% removal rate
- **Gram-negative bacteria** (*E. coli*) - 99.9% removal rate
- **Gram-positive bacteria** (*Staphylococcus epidermidis*) - 99.9 % removal rate

Additional Information:

- EnviroKlenz® Air Cartridge - effective against toxic or noxious odors, chemicals and pathogens through our proprietary "Adsorptive Neutralization" process.
- HEPA Filter (H13) - captures harmful dust, particulates, allergens, pet dander, and microorganisms at 99.99% efficiency.
- UV-C Lamps - (2) 9W germicidal bulbs shine on the HEPA and interior of the unit to provide germicidal irradiation and internal cleaning of the unit.

Applications:

- Home
- School
- Dentistry
- Office Space
- Medical Centers



Timilon Corporation | 24301 Walden Center Drive Suite 101 Bonita Springs, Florida 34134 | 239.330.9650

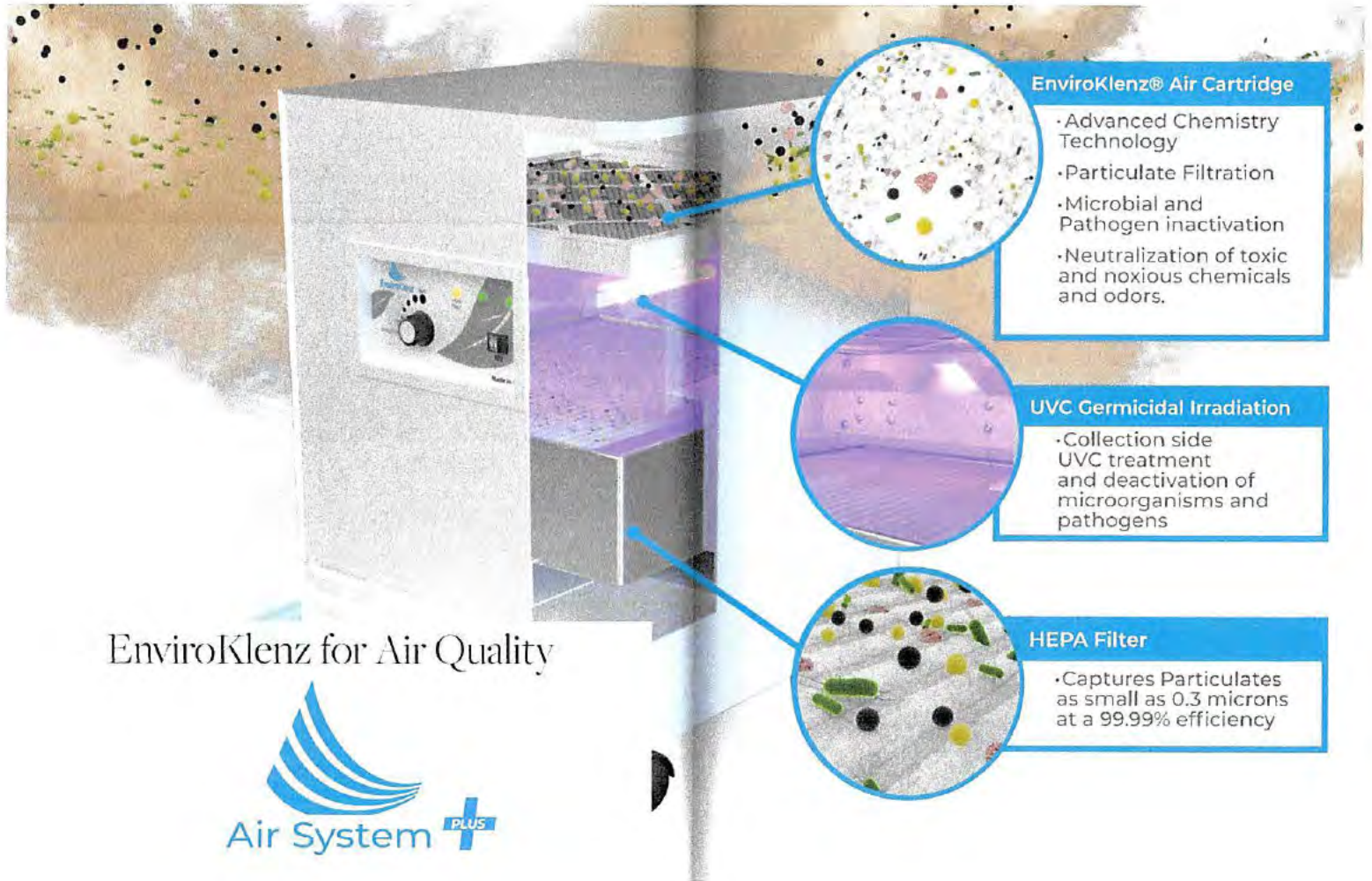
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EnviroKlenz®

Tab 5 - Products and Services

Timilon Corporation - DBA "EnviroKlenz"



EnviroKlenz® Air Cartridge

- Advanced Chemistry Technology
- Particulate Filtration
- Microbial and Pathogen inactivation
- Neutralization of toxic and noxious chemicals and odors.

UVC Germicidal Irradiation

- Collection side UVC treatment and deactivation of microorganisms and pathogens

HEPA Filter

- Captures Particulates as small as 0.3 microns at a 99.99% efficiency

EnviroKlenz for Air Quality





EnviroKlenz®

Tab 5 - Products and Services

Timilon Corporation - DBA "EnviroKlenz"

intertek
Total Quality. Assured.

Timilon Technology Acquisitions, LLC

TEST REPORT

SCOPE OF WORK

Non-standardized Test Method: Microbial Reduction Rate Test

PRODUCT

EnviroKlenz Mobile Air System - With UV Light

REPORT NUMBER

104371720COL-002

ISSUE DATE

31-AUG-2020

PAGES

2

DOCUMENT CONTROL NUMBER

GFT-OP-10h (6-July-2017)

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EnviroKlenz®

Tab 5 – Products and Services

Timilon Corporation – DBA "EnviroKlenz"



Timilon Technology Acquisitions, LLC
Intertek Report No: 104371720COL-002

MICROBIOLOGICAL PERFORMANCE TEST REPORT

Client		TIMILON TECHNOLOGY ACQUISITIONS, LLC 24301 Waldon Center Dr. Suite 101 Bonita Springs, FL 34134	
Project No.		G104371720	
Sample	Product	Air Purifier	
	Model	EnviroKlenz Mobile Air System – With UV Light	
	Identification No.	COL2005071145-001	
	Date Received	5/07/2020	
	Condition	New/good	
	Production or Prototype	Production	
Procedural	Engineer	Nicholas Unger	
	Reviewer	Lee Moomaw	
	Dates Tested	08/17/2020 – 08/29/2020	
	Report Date	08/31/2020	
Test Temperature and Relative Humidity		23°C, 55%	
Standard	Non-standardized Test Method: Microbial Reduction Rate Test		

The test unit was placed in a sealed test chamber measuring 1000ft³ and a microbial suspension was aspirated into the chamber. Air samples were taken from the test chamber once the unit was turned on, and then at client specified intervals over a period of 2.5 hours and then plated. The process was then repeated without the test unit in the chamber to provide the natural decay results. All plates were incubated overnight and viral growth on test plate was compared to that of the natural decay control. Air sampling took place using an SKC BioStage Single-stage impactor for 30 seconds at 12L/min. Results below represent the percent reduction at 2 hours.

Summary of Results:

EnviroKlenz Mobile Air System – No UV Light (2.5 Hour Reduction)			
Organism Type	Virus	Gram (-) Bacteria	Gram (+) Bacteria
Organism Name	Phi-X174 (#124425)	Escherichia coli (ATCC 11229)	Staphylococcus Epidermidis (ATCC 12228)
Percent Reduction	99.9%	99.9%	99.9%

Completed by: Nicholas Unger

Reviewed by: Lee Moomaw

Title: Staff Engineer

Title: Engineering Team Lead

Signature:

Signature:

Date: 31-AUG-2020

Date: 31-AUG-2020



EnviroKlenz®

Tab 5 – Products and Services

Timilon Corporation – DBA "EnviroKlenz"

intertek

Total Quality. Assured.

Timilon Technology Acquisitions, LLC
Intertek Report: No: 104371720COL-002

MICROBIOLOGICAL PERFORMANCE TEST REPORT

Annex A Test Results:

Test Parameter		Test Result	Natural Decay Result	Units
Organism	Species	<i>Coliphage φX174</i>		---
	ATCC No.	(Item # 124425)		---
	Challenge Concentration	2.0 x 10 ⁹		PFU/mL
Samples (15min.)	0	TNTC	TNTC (2628)	PFU
	15	TNTC	TNTC (2628)	PFU
	30	TNTC	TNTC (2628)	PFU
	45	TNTC	TNTC (2628)	PFU
	60	260	TNTC (2628)	PFU
	75	105	TNTC (2628)	PFU
	90	28	TNTC (2628)	PFU
	105	6	TNTC (2628)	PFU
	120	1	TNTC (2628)	PFU
	135	0	TNTC (2628)	PFU
150	0	TNTC (2628)	PFU	
Results	--	99.9%		Reduction

Test Parameter		Test Result	Natural Decay Result	Units
Organism	Species	<i>E. coli</i>		---
	ATCC No.	#11229		---
	Challenge Concentration	8.8 x 10 ⁸		PFU/mL
Samples (15min.)	0	TNTC	TNTC (2628)	PFU
	15	TNTC	TNTC (2628)	PFU
	30	TNTC	TNTC (2628)	PFU
	45	TNTC	TNTC (2628)	PFU
	60	TNTC	TNTC (2628)	PFU
	75	TNTC	TNTC (2628)	PFU
	90	205	TNTC (2628)	PFU
	105	67	TNTC (2628)	PFU
	120	36	TNTC (2628)	PFU
	135	12	TNTC (2628)	PFU
150	2	TNTC (2628)	PFU	
Results	--	99.9%		Reduction



EnviroKlenz®

Tab 5 - Products and Services

Timilon Corporation - DBA "EnviroKlenz"



Timilon Technology Acquisitions, LLC
Intertek Report: No: 104371720COL-002

MICROBIOLOGICAL PERFORMANCE TEST REPORT

Test Parameter		Test Result	Natural Decay Result	Units
Organism	Species	<i>Staphylococcus Epidermidis</i>		---
	ATCC No.	(ATCC 12228)		---
	Challenge Concentration	1.0 x 10 ⁷		PFU/mL
Samples (15min.)	0	TNTC	TNTC (2628)	PFU
	15	TNTC	TNTC (2628)	PFU
	30	TNTC	TNTC (2628)	PFU
	45	TNTC	TNTC (2628)	PFU
	60	TNTC	TNTC (2628)	PFU
	75	211	TNTC (2628)	PFU
	90	62	TNTC (2628)	PFU
	105	23	TNTC (2628)	PFU
	120	9	TNTC (2628)	PFU
	135	1	TNTC (2628)	PFU
	150	1	TNTC (2628)	PFU
Results	--	99.9%		Reduction



EnviroKlenz®

Tab 5 – Products and Services

Timilon Corporation – DBA "EnviroKlenz"

Case Study

EnviroKlenz® Air System Plus

Overview:

Because of the COVID-19 pandemic, schools have a heightened awareness of their need to monitor and improve their indoor air quality. These schools are in need of a solution that will effectively filter sub-micron sized particulates to mitigate the spread of the virus. They are also in need of a monitoring device that will assure their staff, students, and parents that they are working and learning in a safe environment.

Testing Approach:

An EnviroKlenz® Air System Plus was deployed and operational alongside an air meter that measures and records particulate matter. The EnviroKlenz® Air System Plus utilizes multi-stages of filtration consisting of patented technology for a broad array of contaminants, UVC (254nm wavelength), and a HEPA filter. The air meter provides real-time estimates of particulate matter concentrations (PM1, PM2.5, PM10) and particle size distribution using a combination of multiple light scattering-based particle sensors.

The systems ran in operational educational environments with daily schedules being carried out as usual.

The Solution:

The **EnviroKlenz® Air System Plus** is the premier air-purifying solution. Developed over two decades by research scientists and originally designed and still used today by the US military to destroy chemical warfare and toxic industrial chemicals.

The EnviroKlenz® patented earth mineral technology is a safe and effective technology that utilizes safe earth minerals to **capture and destroy airborne toxic and noxious gasses, particulates, allergens, bacteria, viruses, and other allergy triggers.**

EnviroKlenz technology does not contain any abrasive chemicals, masking agents, or toxic fillers.

Testing Period:

11/19/20 - 01/09/21

Setting:

1,000 Square Foot Classroom
10-foot High Ceilings

Equipment Used:

EnviroKlenz Air System Plus
Quant-AQ Aerosol Instrument

Running Time:

During School Hours,
Throughout Testing Period

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EnviroKlenz®

Tab 5 - Products and Services

Timilon Corporation - DBA "EnviroKlenz"

Observations and Results: Classrooms in 3 schools were monitored as a part of the study

Public School in the Midwest

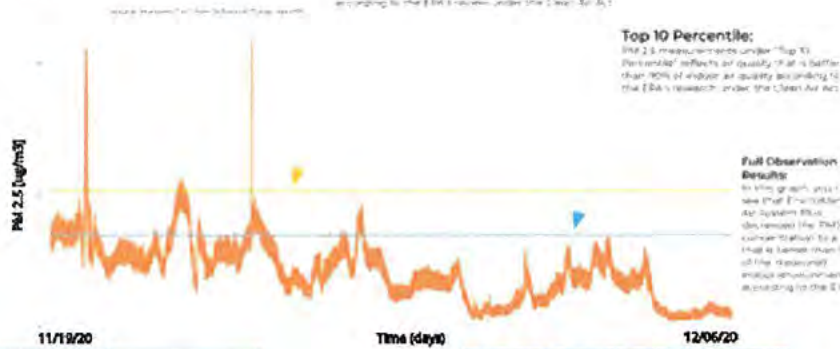
What is PM2.5? PM2.5 represents Particulate Matter that is 2.5 micrometers in diameter. High levels of air pollution have been linked and/or add to increased severity in COVID-19 and other cardiovascular and respiratory ailments.

National Standard:

PM2.5 measurements under the "National Standard" are reflect air quality that is acceptable for occupancy according to the EPA's research under the Clean Air Act.

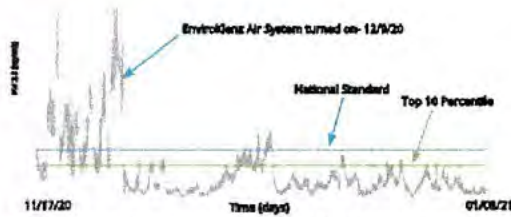
Top 10 Percentile:

PM2.5 measurements under "Top 10 Percentile" reflects air quality that is better than 90% of urban air quality according to the EPA's research under the Clean Air Act.

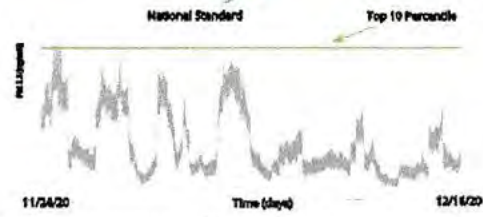


New Jersey School

Massachusetts Dental College



The baseline readings showed the impact of student movement in the facility with spikes during high-traffic times such as arrival and dismissal as expected. Once the EnviroKlenz Air Systems were deployed, the spikes leveled off, and the monitoring area was able to maintain PM2.5 levels at or below the EPA national standard.

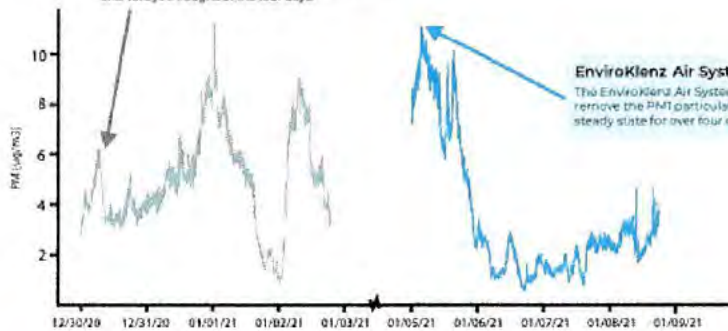


Dental environments typically have PM2.5 levels of 20-30 ug/m3 due to the nature of aerosolizing treating procedures. From the moment that the system was turned on 11/24/20, the EnviroKlenz Air System impressively kept levels under 5 ug/m3.

Additional Competitive Testing Results: Conducted at a Public School in the Midwest

Competing Carbon System is turned on

The competing carbon system struggled to retain the particulates taken in and displayed many peaks and valleys throughout the four days.



EnviroKlenz Air System Plus is turned on
The EnviroKlenz Air System Plus is able to effectively remove the PM2.5 particulates and remain at a near steady state for over four days.

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EnviroKlenz®

Tab 5 - Products and Services

Timilon Corporation - DBA "EnviroKlenz"

- **UV-C Stationary Indoor Air Cleaning System**

- The EnviroKlenz Air System Plus is capable of cleansing indoor air through filtration and inactivation of pathogens.
- The EnviroKlenz Air System Plus is capable of purifying indoor air with a minimum control space of 1000 square feet.
- The EnviroKlenz Air System Plus is concealed and made of powder-coated metal that features lockable casters that can easily be placed in classrooms, offices, cafeterias, and patient care areas where air cleaning units are traditionally placed.
- The EnviroKlenz Air System Plus has a safety switch mechanism that immediately turns power off of the Air System when the back panel is removed to prevent any UV-C exposure.
- The EnviroKlenz Air System Plus can be set-up in less than 1 minute by anyone and requires no special training or safety precautions to set-up and operate.
- The EnviroKlenz Air System Plus comes with a 5 year full warranty covering shipping, repair or replacement for any reason. A customer would not need to dispose of the Air System Plus as it can easily last 10+ years based on the materials used to construct the Air System, but if one were to need to dispose of the Air System Plus, a customer can throw in normal waste and no special waste method is required.



EnviroKlenz[®]

Tab 8- Value Added Products and Services

Timilon Corporation - DBA "EnviroKlenz"

By request, our indoor air quality expert team can provide a loaner lab grade air quality monitoring device and service to establish a baseline before any air purifiers are set in place to present the before and after performance our Air Purifiers.

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	<u>Timilon Corporation DBA "EnviroKlenz"</u>
Print Name	<u>Levi Kitman</u>
Address	<u>24301 Walden Center Dr Suite 101</u>
City, State, Zip	<u>Bonita Springs, FL, 34134</u>
Authorized signature	<u>Levi Kitman</u>
Date	<u>3/18/21</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state 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 Revi Kitevan
Date 3/18/21

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	<u>Timilon Corporation DBA "EnviroKlenz"</u>
Address	<u>24301 Walden Center Dr Suite 101</u>
City/State/Zip	<u>Bonita Springs, FL, 34134</u>
Telephone No.	<u>239-294-1654</u>
Fax No.	<u></u>
Email address	<u>LKitman@timilon.com</u>
Printed name	<u>Levi Kitman</u>
Position with company	<u>Account Executive</u>
Authorized signature	<u>Levi Kitman</u>

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>