



**11/18/21**

Competitive Solicitation by  
Region 14 Education Service Center  
For

HVAC Equipment, Installation, Service, Building  
Control Systems & Related Products and Services

On behalf of itself and other Government  
Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 32-21



# Request for Proposal (RFP) for HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services

Solicitation Number: 32-21

Publication Date: Tuesday, October 5<sup>th</sup>, 2021

## Notice to Respondent:

Submittal Deadline: Thursday, November 18<sup>th</sup>, 2021 2:00 pm CST

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday, November 11<sup>th</sup>, 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 HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

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

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

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



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**NCPA**

National Cooperative Purchasing Alliance



# Introduction / Scope

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- ◆ 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 HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. 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.
- ◆ While this solicitation specifically covers HVAC Equipment, Installation, Service, & Related Products, 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. The scope of this RFP shall include but not be limited to the following products and services:

- **HVAC Refrigeration** Type- Rotary, Centrifugal, Scroll, Reciprocating,, Absorption
- **Indoor Air Quality Products and Devices** Type- Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.
- **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits
- **Air handling** Type- central station-manufactured or custom makeup air, fan, filter, coil sections
- **Air Terminal Devices and Heating Products** Type-VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors
- **DDC Controls** Type-core components, end devices, lighting, panels
- **Cooling Towers** Type- open, closed, evaporative, other
- **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
- **Invertors**
- **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other
- **HVAC Specialty Products** Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- **Equipment Parts and Supplies** Type- manufactured parts, emergency parts service, miscellaneous material and supplies and other
- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other
- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other
- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Energy Services** Type-Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other

- **Equipment Rentals** Type- chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other
- **Financial Services** Type- leasing, prompt and pre-payment discounts, guaranteed savings and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
- **Site Surveys** Type- Equipment, system analysis, operational, architectural and other

## Instructions to Respondents

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### ◆ 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

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### ◆ 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 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 (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

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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 \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and 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

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- ◆ 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

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

Prices are guaranteed: **120 days**

Company name	<u>Triad Mechanical Contractors, Inc.</u>
Address	<u>3674 Old Charleston Rd.</u>
City/State/Zip	<u>Johns Island, SC 29455</u>
Telephone No.	<u>843-556-5636</u>
Fax No.	<u>843-763-3091</u>
Email address	<u>Andrew@triadmc.com</u>
Printed name	<u>Andrew Landgrebe</u>
Position with company	<u>Pre-Construction Manager</u>
Authorized signature	<u></u>

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 13, 2021, by and between National Cooperative Purchasing Alliance ("NCPA") and Triad Mechanical Contractors, Inc. ("Vendor").

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 13, 2021, referenced as Contract Number 02-126, 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 HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services;

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

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

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

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

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

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

#### ◆ General Terms and Conditions

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



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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) 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.

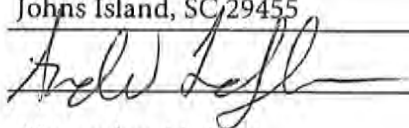
◆ General Provisions

- 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: December 13, 2021

**Vendor:** Triad Mechanical Contractors, Inc.

Name: Andrew Landgrebe  
Title: Pre-Construction Manager  
Address: 3674 Old Charleston, Rd.  
Johns Island, SC 29455  
Signature:   
Date: November 11, 2021

## NCPA Registered Vendor Quotation Number

RFP responders may with the participating members agreement utilize NCPA's 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.

### NCPA Registered Vendor Quotation Number Process

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

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

**\* Fill out and submit.**

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

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

Date November 11,2021

RFP Number #32-21

Company Name Triad Mechanical Contractors, Inc.

Printed Name Andrew Landgrebe

Signature 

## Tab 3 – Vendor Questionnaire

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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 checked="" 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)

\*N/A

☐ 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 \*N/A

- 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 Johns Island,  
State of SC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

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

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

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

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

◆ **Distribution Channel**

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

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☒ Value-added reseller

☒ Other: Service Provider

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Alan Cowles

Title: Controller

Company: Triad Mechanical Contractors, Inc.

Address: 3674 Old Charleston Rd.

City: Johns Island

State: SC

Zip: 29455

Phone: 843-556-5636

Email: acowles@triadmc.com

- Purchase Orders

Contact Person: Andrew Landgrebe

Title: Pre-Construction Manager

Company: Triad Mechanical Contractors, Inc.

Address: 3674 Old Charleston Rd.

City: Johns Island State: SC Zip: 29455

Phone: 843-556-5636 Email: Andrew@triadmc.com

- Sales and Marketing

Contact Person: Ryan Laquiere

Title: Mechanical Division Accounts Manager

Company: Triad Mechanical Contractors, Inc.

Address: 3674 Old Charleston Rd.

City: Johns Island State: SC Zip: 29455

Phone: 843-556-5636 Email: ryan@triadmc.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.

**Triad Mechanical Contractors, Inc.**

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

**Triad Mechanical Contractors was established as a partnership in August of 1984 between Ron Runyon and Del Laquiere and was incorporated in 1987. Triad Mechanical Contractors, Inc. is an unlimited licensed commercial / industrial mechanical contractor who specializes in the following services covering the state of South Carolina.**

- Plumbing**
- HVAC**
- Process Piping**
- Custom Sheet Metal Fabrication**
- Refrigeration**
- DDC Controls Service & Monitoring**
- Chiller & Boiler Replacement & Repairs**
- General Construction renovations and repairs**

**Triad Mechanical Contractors Inc. holds the following licenses in the State of South Carolina**  
**Mechanical Unlimited License M2377:AC5, HT5, PB5, 2P5**  
**General Unlimited License G13019:BD5, BL5, IR5, WL5**

**Triad Mechanical's primary business is Prime Mechanical Service, Construction & Retrofits to Local, State & Federal Government, as well as Institutional , Industrial & Commercial Clients covering the State of South Carolina. The Primary goal is to continue to take pride in our work and to better service our customers in every way.**

Triad Mechanical Contractors belong to the following groups:



3. Company's Dun & Bradstreet (D&B) number.

**119181485**

4. Corporate office location.  
**3674 Old Charleston Rd.**

**Johns Island, SC 29455**

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.

**Triad Mechanical Employs 112 total team members employed in the State of South Carolina.**

**-Direct Sales: 5  
-Sales Support: 4  
-Service Technicians: 15  
-Mechanical Pipefitters: 12  
-Sheet Metal Mechanics: 35  
-Plumbers: 22  
-Administration: 15  
-Engineering Support: 4**

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.

**Our Corporate Office location is our only location:**

**3674 Old Charleston Rd. Johns Island, SC 29455**

**Andrew Landgrebe, Preconstruction Manager, 843-556-5636, andrew@triadmc.com**

**Ryan Laquiere, Mechanical Construction Manager, 843-556-5636, ryan@triadmc.com**

**Jon Stout, Service Manager, 843-556-5636, jstout@triadmc.com**

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
- a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support

**a.Sales**

**Name/Title:Andrew Landgrebe, Pre-Construction Manager, 843-556-5636, andrew@triadmc.com**

**Responsibility: Primary Sales, Bid and Procurement Manager.**

**Past Experience:15 years experience in the HVAC industry, HVAC sheet metal mechanic, Service Technician, Assistant Project Manager, Project Manager, Estimator**

**Education: Mechanical Engineering Tech Degree Trident Technical College, Advanced CAD I & 2 Certifications.**

**b.Sales Support**

**Name/Title:Ryan Laquiere, Mechanical Construction Manager, 843-556-5636,ryan@triadmc.com**

**Responsibility: Overseeing all Mechanical Prime Projects. Serves as Project Manager for Key Projects**



**Past Experience:**15 years experience in the HVAC industry, Project Manager, Service Manager, Assistant Service Manager

**Education:** Bachelors Degree from University of Hawaii College of Business Administration

**c. Marketing**

**Name /Title:** Jon Stout, Sales & Service Manager

**Responsibility:** Manages Relationships with Clients. In charge of the Mechanical Service Department, Social Media, Website, & IT Manager.

**Past Experience:**14 years experience in the HVAC industry. IT Manager, Service Trainer & Sales Coordinator

**Education:** Holds multiple SEO, Windows ,Photoshop, Web design, Social Media & Back end PHP/Python/C++/SQL certifications

**d. Financial Reporting**

**Name/Title:** Alan Cowles, Controller, 843-556-5636, acowles@triadmc.com

**Responsibility:** All Accounting, Invoicing, Contract management

**Past Experience:** 30 years in construction industry

**Education:** BS Marketing Southeast Missouri State University, BS accounting University of South Carolina

**e. Executive Support**

**Name/Title:** Del Laquiere, President, 843-556-5636, del@triadmc.com

**Responsibility:** Overseeing all Operations

**Past Experience:** 46 years experience in the HVAC industry, 37 years with Triad Mechanical as President

**Education:**B.S in Economics, Accounting & Math from College of Charleston

**Name/Title:**Craig Brady, Vice President, 843-556-5636, craig@triadmc.com

**Responsibility:**Senior Project Manager, Overseeing all day to day Mechanical construction Activities

**Past Experience:**37 years experience in the HVAC Industry as Senior Project Manager

**Education:** B.S from Alderson-Broadus College

8. Define your standard terms of payment.  
**Net 30**

9. Who is your competition in the public marketplace?

**Triad Mechanical is considered to be a leader in the HVAC Construction and Service industry in the State of South Carolina. Our Main Competition are similarly sized mechanical construction & service companies as well as national brands like Trane, JCI, Carrier & Daiken.**

**With an NCPA contract there would be no competition for Triad Mechanical Contractors in the our local service area. We also have multiple current clients that have recommended the NCPA to us and are ready and willing to procure Triad through the NCPA upon certification.**

12. What is your strategy to increase market share in the public space?

**We currently have multiple local government agencies who are members of the NCPA program and have requested that we apply to get certified. Upon Certification with the NCPA we would immediately contact these agencies and begin seeing how we can help them. (See attached letters.)**

**Locally in the Charleston Area Between two of our current customers who have insisted we be certified by the NCPA there is over \$100 million of HVAC funding budgeted in the next two-five years. We would be in a strong position to get a good share of that through the NCPA program.**

**For the long term we would have our NCPA team (section 7 above) coordinate with the NCPA staff on the specific benefits of being a new NCPA contractor. Then Strategize with them on the best ways to move forward to educate the public sector agencies on the NCPA program and its advantages.**

**Upon Certification with the NCPA we would add the logo to all of our marketing materials as well as our website and all social media accounts. Our sales team would get this information as well as more information on the NCPA program to all of the public sector agencies in South Carolina that we have current relationships with as well as the new agencies that we are marketing our services to.**

13. What differentiates your company from your competitors?

**Triad Mechanical has been operating in our local community and across the state for 37 years. Over that time we have built many valuable relationships with industry leaders, state & local agencies and their leaders. Triad has been and continues to be one of the most trusted mechanical companies in the state and our reputation has been instrumental in our marketing to new clients as well as continuing our business with our existing clients.**

**We also believe in making sure our employees take pride in their work and continue to be educated on not only safety training, but the latest industry products & service classes and training programs.**

14. Briefly summarize your company's Quality control/Quality assurance program.

**Quality Assurance is of the utmost importance to Triad Mechanical and its staff. We have a custom quality control plan created for every project and a dedicated Q/C manager for each of our divisions of work. (Ductwork, Refrigeration, Mechanical Piping & Service) Their weekly responsibilities are to supervise the flow of information from the managers to the field staff, educate the field staff on any changes as well as verify that the quality of the installation meets and exceeds the requirements. As also noted in #13 above training and education is paramount to keeping the quality standard high.**

15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

**Triad Mechanical Contractors has never been involved in bankruptcy, reorganization or litigation from failing to perform on a contract. Triad has been involved in ordinary business legal matters from time to time. Triad's attorney can provide information on these matters if required by the NCPA.**

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.

**Triad Mechanical regularly works with agencies to evaluate and monitor their needs as it maintains to the HVAC and EMS systems. This includes recommending modifications to the applicable systems, any equipment changes/improvements, EMS system changes to keep construction costs down as well as operating costs. We regularly work with the state and local utility companies to help our clients get the applicable rebates and incentives offered by the utility and local/state/federal government.**

**See attached example cost reduction results and energy rebates attained on a current project for a local government agency.**

#### **PRODUCTS:**

17. What is the reputation of your company's products in the public marketplace?

**Triad Mechanical is a Mechanical Construction & Service company. We install and service all major brands of HVAC Equipment.**

18. Indicate your company's ability to provide temporary cooling when needed.

**Through Triad Mechanicals rental contracts we have access to all types of temporary cooling systems. Triad owns multiple temporary machines as well as multiple large temporary air handling systems in case of emergencies.**

19. What equipment/system support documents will your company provide?

**Triad Mechanical provides all required documentation that a customer would require. Including Equipment specific Submittal Documents, Installation, Operation & Maintenance Manuals as well as all applicable warranty documents.**

20. Identify the process of receiving a purchase order to the ordering of equipment.

**Once a PO is received it is reviewed by the Manager to verify it matches the proper quote. Once verified the project is given a number and the Order is entered into our project management/accounting software to track the equipment order and billing once the order is completed. The project manager then verifies the timeline with the customer to assure the schedule is applicable to the project requirements. At the same time an equipment submittal is sent to the customer for approval. Once any changes/adjustments have been made and approved the order is placed and the shipment is scheduled with the customer.**

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

**Once an order is placed and scheduled, the Project manager will check on the status of the order weekly to verify the agreed upon schedule is being met. The status is communicated back to the customer as updates from the manufacturer are received in the appropriate way as requested by the customer. (phone, email, fax.)**

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

**Shipping delays are huge issue in our industry and are all too common, especially in these challenging times. As noted in #21 above the manager will check on the status of the order weekly and once a delay is communicated the manager will review all available options with the manufacturer and or shipper. The notice of delay and all the available options are then communicated with the customer as soon as is possible and the appropriate action is taken.**

23. Provide your shipping schedule reporting form. How many times do you update?

**We do not have a shipping schedule report form, but we work with our vendors and the manufacturers to provide their forms to the customer. We update the customer on the shipping status weekly and communicate to them if any issues arise.**

24. How many products do you stock? Where?

**Our HVAC service trucks are stocked with all the frequently used HVAC Service and Maintenance Items and spare parts. (refrigerant, filters, wiring, thermostats, etc.) We also have a network of local & regional supply stores that stock parts that are not normally kept in stock on our trucks.**

25. What is your percentage of on-time delivery at each manufacturing plant?

**We are not a manufacturer, we are a service provider. However our customers know that if there is a problem Triad will be able to offer multiple options to rectify the delivery issue. Triad will try to schedule the orders with appropriate lead times as to allow for the shipment to be delivered on schedule.**

26. Describe any direct order entry system or capabilities your organization has such as internet capabilities.

**All of Triad's field employees are issued computers that are linked to the central company project management software. This allows seamless communication with the management, supervisors and field personnel on every project. The service technicians are able to access information on each customer, individual project, Purchase order and all the project documentation. This software also allows the technician to assist the sales and management team in preparing new orders while onsite that saves on time for the customer and the sales team.**

27. Are all HVAC units UL listed and in compliance with all applicable codes in all states?

**Yes**

28. If your product is defective, what is the replacement process and turnaround?

**If a product is determined to be defective it is replaced ASAP. If it is a stock replacement item it will be replaced the same day. If the product is not in stock the manager would order and communicate the schedule to replace with the customer. If the product that was found to be defective is under warranty we would provide the necessary information to honor the warranty with the manufacturer and then to the customer.**



29. What is the capability of your company to respond to emergency/rush orders?

**Triad Mechanical's network of local & regional supply houses as well as contacts with all of the major manufacturers would allow orders to be processed ASAP for any rush/emergency orders. Triad Mechanical Service Department is on call for service 24/7 with afterhours answering services and dispatch.**

30. State whether your company provides a quality guarantee on your products. If so, please describe.

**Yes, Triad provides a workmanship and product warranty on every product install and every service that we provide. Triad prides itself on installing quality parts and excellent service and is known for helping its customers until all of their issues are addressed.**

31. Describe your procedures to monitor the quality of your products.

**See #14 above. Triad Mechanical is a service provider but we stand by all of our work. Quality Assurance is of the utmost importance to Triad Mechanical and its staff. We have a custom quality control plan created for every project and a dedicated Q/C manager for each of our divisions of work. (Ductwork, Refrigeration, Mechanical Piping & Service) Their weekly responsibilities are to supervise the flow of information from the managers to the field staff, educate the field staff on any changes as well as verify that the quality of the installation meets and exceeds the requirements**

32. Do you offer extended parts and labor warranties? If yes, state length of warranty.

**Yes we offer 1,2 & 5 year extended parts and labor warranties.**

33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.

**Agency: Charleston County**

**Warranty: Triad Mechanical Installed a new Chiller at a county facility. The compressors in the chiller failed after 1 year of installation. The compressors were replaced by Triad and an extended 5 year warranty was placed on the newly installed compressors.**

34. What is your standard warranty on Building Automation Controls?

**Triad works with many of the major BAS manufacturers. All of them offer manufacturer warranties. Triad's standard warranty on BAS systems is 1 year parts and labor.**

35. What is your standard warranty on replacement parts?

**Replacement parts installed by Triad have a 1 year parts and labor/workmanship warranty.**

36. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced?

**Warranties are tracked through our project management system. Each customer's file has all of the equipment models, serial numbers and parts that have been replaced tracked. The service technician can update this file while onsite to keep current as to what parts have been replaced and what services have been done to each piece of equipment. Customers with multiple different projects are tracked by the individual project. Each file tracks the status of the active warranties and their expiration dates.**

37. 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?

**Triad Mechanical would only honor pricing on equipment in the State of South Carolina.**

## SERVICES:

38. 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.

**Triad Mechanical Owns 1 service call center at its corporate HQ. The normal hours of operation are 7am-5pm. We have subcontracted the afterhours (5pm-7am) to be routed to a live person at an offsite call center. The emergency calls on the off hour call center are directed to Triad's on call service manager who will dispatch the on call technician(s). Thus Triad offers 24/7 service calls.**

39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.

**We have subcontracted the afterhours (5pm-7am) to be routed to a live person at an offsite call center. The emergency calls on the off hour call center are directed to Triad's on call service manager who will dispatch the on call technician(s). At that time it is determined how many and which technicians would be able to respond the quickest. This is made by the GPS tracking on each Service Vehicle and their status on their computer. The average response time is 2-3 hours**

40. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.

**Triad Mechanical has been operating its service department for 37 years. Over this amount of time we have responded to almost every type of issue that there is. The experience of Triad's Service Management and Technicians as well as the yearly training that each is required to complete contributes to the ability to quickly diagnose and solve the Mechanical issues.**

41. Please describe the quality program(s) within your company which measures your service work.

**Quality Assurance is of the utmost importance to Triad Mechanical and its staff. We have a custom quality control plan created for every project and a dedicated Q/C manager for each of our divisions of work. (Ductwork, Refrigeration, Mechanical Piping & Service) Their weekly responsibilities are to supervise the flow of information from the managers to the field staff, educate the field staff on any changes as well as verify that the quality of the installation meets and exceeds the requirements. As also noted in #13 above training and education is paramount to keeping the quality standard high.**

42. List your company's standard scope of work performed for preventative maintenance visits.

**Triad Mechanical designs custom preventative maintenance programs tailored to each individual customer's needs. We abide by all manufacturer's Maintenance Literature & Recommendations for the Maintenance Programs.**

44. Describe your call center organization.

**The service call is routed to the service dispatcher. The call is entered into the project management system and the previous service notes are reviewed and sent to the next available service technician who will be dispatched. If it is an emergency or there is more information needed with the call the service manager would be consulted. We have subcontracted the afterhours (5pm-7am) to be routed to a live person at an offsite call center. The emergency calls**

**on the off hour call center are directed to Triad's on call service manager who will dispatch the on call technician(s).**

45. 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?

**Triad Mechanical only Operates in South Carolina. The number below is available 24/7 for service calls and all other inquiries.**

**843-556-5636**

46. 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?

**The service call is routed to the service dispatcher. The call is entered into the project management system and the previous service notes are reviewed and send to the next available service technician who will be dispatched. If it is an emergency or there is more information needed with the call the service manager would be consulted. We have subcontracted the afterhours (5pm-7am)to be routed to a live person at an offsite call center. The emergency calls on the off hour call center are directed to Triad's on call service manager who will dispatch the on call technician(s).**

**If the emergency is classified as extremely urgent the Senior Management would be informed 24/7 to consult with the service manager, dispatch and the technician.**

47. 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.

48. **The service call is routed to the service dispatcher. The call is entered into the project management system and the previous service notes are reviewed and send to the next available service technician who will be dispatched. If it is an emergency or there is more information needed with the call the service manager would be consulted. We have subcontracted the afterhours (5pm-7am)to be routed to a live person at an offsite call center. The emergency calls on the off hour call center are directed to Triad's on call service manager who will dispatch the on call technician(s).**

**The average time to dispatch a service call is 2-3 hours depending on the call and location. When the service is complete and the customer has signed off on the work the file is sent back to the dispatcher and service manager for their review. (24-48 hours typically). Once reviewed and approved the invoice is generated and sent to the customer. Invoices are generated in 3-5 days unless otherwise noted by the customer.**

49. What technology such as GPS tracking does your company use to track completion of repairs?  
**Each company vehicle is monitored with GPs tracking for insurance, safety and convenience. This aids in deciding which technician would be the quickest response to the next upcoming service call. All of Triad's field employees are issued computers that are linked to the central company project management software. This allows seamless communication with the management, supervisors and field personnel on every project. The service technicians are able to access information on each customer, individual project, Purchase order and all the project documentation. This software also allows the technician to assist the sales and management team in preparing new orders while onsite that saves on time for the customer and the sales team.**

50. What is the reputation of your company's service in the public marketplace?

**Triad Mechanical has an excellent reputation in the public service marketplace. Triad has been servicing primarily our local area and throughout the state of South Carolina for 37 years. Triad's reputation is that the job will be completed on time, the first time. Triad prides itself on still servicing clients that we originally started with 30 years ago.**

51. How does your company spread the cost of a Preventative Maintenance contract over the entire year?

**This is tailored to each individual customer to meet their financial needs. Most of our PM contracts are billed quarterly.**

52. Identify the process of receiving a purchase order to the providing of a service contract.

**Prior to a PO Being Issued a site visit would be conducted and all the equipment would be surveyed and their condition documented. The Service Manager would then write up a PM or Service Plan with the equipment manufacturer recommended maintenance guide and any customer requested items. Once this would be approved by the customer and a PO is issued the order would be entered into the project management system. Then the service dispatcher would review the order and schedule the service with the customer.**

53. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed.

**Triad Mechanical has a dedicated controls manager with 37 years in DDC controls experience. We are able to monitor and have software that is compatible to view the proprietary systems below.**

**JCI Metasys**

**Trane Tracer & Rover**

**Carrier I vue & Network Service**

**Siemens**

**Tridium**

**Niagra**

**Mitsubishi**

**Daiken**

**LG**

**Triad's Service technicians are trained in operation, programming, and configuring open communication protocol networks. Typically on a proprietary EMS (Trane, JCI, Siemens, etc.) service call the service division of the specific EMS system or our local/regional contact for the building would be consulted and advised that there is an EMS issue with their dedicated system. Triad is able to monitor and alter some parameters but any major service and/or repairs would be coordinated with the EMS contractor.**

54. List the number of sites your company currently monitors Energy Management Systems (EMS).

**Triad Mechanical Currently Monitors 5 clients EMS systems.**

55. List your company capabilities regarding system changes and repairs to EMS systems.

**On an open controls system Triad is capable of designing, installing and repairing the EMS system. On a proprietary EMS system we are able to view the network and assist the EMS provider in responding to make the repair.**



56. List the reporting capabilities your company has for EMS system parameters.

**On an open network we are able to monitor every parameter required by the customer's specifications. On a proprietary system we are able to monitor the system review the reports to review with the EMS provider and the customer to diagnose any issues.**

57. Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?

**Yes, on an open network. Triad is able to design, install, repair/replace open networks. On the systems we install we self perform the monitoring, alarm resolution along with any repairs and adjustments needed. On a proprietary network we are able to monitor the system but are not able to make any repairs.**

58. Describe your process for trouble shooting a problem (HVAC, lighting, etc.) at a site with an EMS system. How does repair get escalated for service?

**The alarm report for the EMS is reviewed online. If it is determined that it cannot be addressed on the network a technician is dispatched to the site to diagnose. If it is a proprietary system the EMS manager is also notified.**

59. Describe your company's startup and system checkout responsibilities

**Each technician doing the startup has been factory trained by the manufacturer. All electrical, Controls, piping & ductwork connections are checked and voltages are verified. The manufacturer's startup checklists are followed. The manufacturer startup forms (if required), Triad's startup and warranty forms are sent to the project file in the management software, then sent to the customer with the IOM and closeout documents.**

60. Describe your company's post-installation and warranty support

**During project closeout the customer is given a paper binder and an electronic copy with all the Equipment IOM documents, startup reports, as-built plans, and all warranties. After presenting this documentation detailed owner training is given to the customer's maintenance team. The service/warranty contact information is reviewed with the customer at this time. Warranties are tracked through our project management system. Each customer's file has all of the equipment models, serial numbers and parts that have been replaced tracked. The service technician can update this file while onsite to keep current as to what parts have been replaced and what services have been done to each piece of equipment. Customers with multiple different projects are tracked by the individual project. Each file tracks the status of the active warranties and their expiration dates.**

61. Describe your company's steps for system analysis.

**Triad's Service technicians are trained in operation, programming, and configuring open communication protocol networks. Typically on a proprietary EMS (Trane, JCI, Siemens, etc.) service call the service division of the specific EMS system or our local/regional contact for the building would be consulted and advised that there is an EMS issue with their dedicated system. Triad is able to monitor and alter some parameters but any major service and/or repairs would be coordinated with the EMS contractor.**

62. Discuss your company's current computer systems architecture. How do your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting?

**All of Triad's field employees are issued computers that are linked to the central company project management software. This allows seamless communication with the management, supervisors and field personnel on every project. The service technicians are able to access information on each customer, individual project, Purchase order and all the project documentation. This software also allows the technician to assist the sales and management team in preparing new orders while onsite that saves on time for the customer and the sales team.**

63. 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?

**Triad Mechanical uses multiple software packages that assist in the expediting of the service information. Each service technician is equipped with a computer that is linked with the central project management software system. When the service is complete and the customer has signed off on the work the file is sent back to the dispatcher and service manager for their review in real time. Once reviewed and approved the invoice is generated and sent to the customer. Invoices are generated in 3-5 days unless otherwise noted by the customer.**

63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.

**Quality Assurance is of the utmost importance to Triad Mechanical and its staff. We have a custom quality control plan created for every project and a dedicated Q/C manager for each of our divisions of work. (Ductwork, Refrigeration, Mechanical Piping & Service) Their weekly responsibilities are to supervise the flow of information from the managers to the field staff, educate the field staff on any changes as well as verify that the quality of the installation meets and exceeds the requirements. Also training and education is paramount to keeping the quality standard high.**

64. Is warranty coverage dependent on using your start-up procedure?

**Yes, Triad must have completed itself and/or assisted the factory technician in the startup & checkout of each piece of equipment to be covered under warranty.**

65. Who performs your start-up procedure?

**Triad Mechanical's factory trained, highly skilled service technicians will complete the startup and checkout of each system. Many times the factories technician will be contracted to do the startup. In these cases Triad's technicians will assist the factory tech in the startup. Triad has a startup procedure form that is followed as well adhering to the manufacturer's procedures.**

67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)

**Triad holds an Unlimited General Construction License and an Unlimited Mechanical License in the State of South Carolina. Triad Mechanical's primary business is turnkey Prime Mechanical projects. This includes all disciplines of architectural design and engineering services. Triad's in house services include HVAC, Plumbing, Sheet metal fabrication, Piping, EMS systems, process piping, Boiler Installations, Water Lines, and General Construction. Triad has key team members for the specialty general construction trades as well as electrical and fire protection that allow us to be a full service General and Mechanical Contractor.**

68. 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.

**A detailed survey would be conducted (see attached sample site survey) to determine the condition of each piece of equipment. . The customer would be consulted on if there were any future modifications or additions to their space. If needed a load analysis would be done to ensure the proper capacity's are met. A report would follow detailing what was found and a recommendation for the repair and/or replacement options available. Once all the information is compiled we would meet with the customer to determine what options would best fit their operational and financial needs and proceed with those once approved.**

69. Describe what project scheduling tools your company use to track projects during construction.

**Triad uses Primavera P6 CPM Schedule and Resource Management to generate and track projects during construction.**

70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?

**A detailed survey would be conducted to determine the condition of the equipment, controls system & building layout. The existing HVAC test & balance report as well as building commissioning reports would be reviewed. If needed a load analysis would be done to ensure the proper capacity's are met. Our firm utilizes mechanical engineers and manufacturer application engineer representatives to provide guidance on proper equipment selections. This process includes load calculations and other engineering processes to provide several options and price points for the customer.**

**Often times, these options lead into the discussion of additional upfront expenses in exchange for future energy savings and rebates for the customer, i.e....energy retrofit projects.**

71. Describe how your company handles site development and project permitting process.

**Site development is a project specific process. We develop this jointly with our engineering team, our installation team, and the customer and is inclusive of the work areas, parking, on-site utilities, property lines, surface drainage, work access for construction, emergency access, and other logistical items. Permitting is handled through the local jurisdictions, of which we have many existing relationships. We often handle the permitting process for the customer.**

72. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.

**Triad Mechanical ensures quality control of equipment selections and installation by utilizing an engineering team for equipment selections, a BIM/drafting team for construction documents, and a project management team to oversee the installations and handle the construction process for the client. We have inspections from both the engineering team as well as employing 3<sup>rd</sup> party inspection companies. We use 3<sup>rd</sup> party vendors for mechanical system test and balance and commissioning services.**

73. What is your company's design approach and philosophy for a turnkey or energy retrofit contract project?

**Our firm starts with a client meeting to understand the needs of the customer's system and its impact on the building as a whole. From there we provide the customer an outline of the process from engineering through construction management to commissioning and turnover. Things such as budgets, expectations, timelines, and construction schedules are of great importance, so that the customer's expectations are met.**

74. Describe your company's construction management plan.

**Our firm is comprised of many departments, all which work in unity to provide a complete construction service to our clients:**

- Estimation and Budgeting**
- Engineering, Drafting, Scanning, BIM Modeling**
- Project Management (utilization efficient technologies such as PlanGrid, Procore, and primavera scheduling software) (This dept oversees all aspects of the installation, including owner and design team meetings)**
- Legal Department for Contract Preparation**
- Accounting & Human Resources**
- Safety**
- Fabrication Shops**
- Warehousing, Shipping, and Logistics**
- Service Department, Warranty, Start Up, and Commissioning**
- On Site Supervision Services include dedicated superintendents, foremen, mechanics, and safety.**

75. What is your standard warranty on installation?

**Triad Mechanical Provides a 1 year parts and labor warranty. Extended warranties are also available if the customer is interested.**

76. What is your standard warranty on energy retrofit contracting?

**Triad Mechanical Provides a 1 year parts and labor warranty. Extended warranties are also available if the customer is interested.**

77. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.

**No, but we are flexible to work with the customer to meet their financial needs.**



78. State whether your company provides a quality guarantee on your service. If so, please describe.  
**Yes, Triad provides a quality and workmanship guarantee on all services. We are not satisfied until the customer is satisfied.**

79. 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?

**Triad Mechanical would only honor pricing on equipment in the State of South Carolina.**

#### **SAFETY:**

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

**Triad Mechanical Contractors insists that safety is a top priority during all work activities and believes that there is no management activity more important than ensuring a safe workplace for our employee, our clients, our subcontractors, our associates and the general public. Our company mission of "Setting the Standard" requires team effort and a commitment from all our Triad Mechanical Contractors employees to be familiar with, and to put into everyday practice, our Safety Programs and Procedures.**

**Accidents can be prevented through planning, training and a cooperative effort in all areas of operations. In an effort to prevent death, injury and unnecessary hazard to employees and to the public, loss of production time and damage to equipment, and to increase our competitive position, Triad Mechanical Contractors has established its safety program.**

**It is a condition of employment with Triad Mechanical Contractors that all employees adhere faithfully to the requirements of this policy, as well as the safety instructions and procedures issued in conjunction with it.**

81. Describe your company's safety program during construction.

**During the construction process subcontractors must have a viable safety program in complete accordance with all state, federal and local codes and regulations.**

**All visitors to any Triad Mechanical Contractors projects, including, but not limited to, suppliers, owners' representatives, agents of the architect or engineer, regulatory authorities, and insurance company representatives shall be required to follow all safety rules and regulations in effect during their visit.**

**Triad Mechanical Contractors will make an effort to ensure that the operations of other contractors not under its control do not endanger the safety of TMC employees. To this end, all employees are required to report hazardous activities of other employees to appropriate Triad Mechanical Contractors officials.**

**The purpose of this Safety Plan is to:**

**Provide project supervision and craft workers with the means and methods to identify hazards associated with the scope of work and to select the safe work practices, personal protective equipment, and hazard controls necessary to perform the work in a safe and**

**efficient manner. The goal is to eliminate the occurrence of unplanned events (incidents, property damage or injuries) in the performance of the work.**

**Establish and communicate operating procedures, safety standards and work regulations for conducting construction, operations and coordinating work activities consistent with Operations Management and Triad Mechanical Contractors.**

**Establish and communicate safety standards and work regulations for conducting construction operations and coordinating work activities with the other trade contractors.**

**Ensure that each employee is trained and made aware of the required safety standards, work regulations and operational procedures prior to entering the work site and performing each assigned work activity on the Project.**

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

Year	Recordable Incident Rate	Days Away from Work	Lost Workday Incident/Case Rate	Lost Workday Rate	Medical Treatments Only Rate	D.A.R.T	Total Hr. Worked
2020	1.05	41	5.28	43.33		6.32	189,240

83. What reporting mechanism does your company provided to the customer upon completion of any project?

**All work is tracked using our project management and accounting software. Upon completion, a final walkthrough is done by the project manager , field manager and the customer. The project manager reviews and verifies project documents and any additional required project information is correct and submits final report to accounting for billing. Accounting bills the final invoice for the project. The project team submits all closeout documents and warranty information. Upon signoff the warranties are tracked.**

### **MARKETING/ SALES**

84. 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
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
  - i. NCPA and Region 14 ESC Logo
  - ii. Link to NCPA and Region 14 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
  - v. amendments, marketing materials

## **Marketing Plan (Day 1 -90)**

**(a) Co-Branded Press Releases Featuring Triad Mechanical Contractors and NCPA to be released through the following publications: Charleston Regional Business Journal, Post and Courier, Columbia Regional Business Report, Charleston City Paper, GSA Business Report, Charleston Metro Chamber of Commerce; in addition to the following Social Media sites: Facebook, Linked-In**

**(b) Announcement of Triad Mechanical via Websites and Social Media: Triad Mechanical Contractors Website ([www.triadmc.com](http://www.triadmc.com)), Facebook, Linked-In**

**(c) Direct mail customers will include (but not limited to): Charleston County Aviation Authority, Charleston Metro Chamber of Commerce, Columbia Chamber of Commerce, Charleston County School District, Charleston County Government, Medical University of SC, Richland-Lexington Airport, City of North Charleston, City of Charleston, Town of Kiawah, Horry County School District, University of SC, College of Charleston, Charleston Southern University**

**(d) Triad Mechanical Contractors participates in local events and fundraisers on a regular basis:**

**\*These fundraisers include public officials such as State Senators, State Legislators, County Sheriff, City Council Members, and County Councilmen.**

**\*\*These events include Thanksgiving Turkey & Ham giveaway, Toys for Tots Christmas events, Concerts at Municipal 4<sup>th</sup> of July events, and other similar community events. Triad Mechanical will incorporate the NCPA logo and its relationship with Triad Mechanical on the banners and marketing materials that support these events.**

**\*\*\*Triad Mechanical Contractor's will add the NCPA logo on our employee's work shirts and uniforms, and on our company work vehicles.**

**(e) Triad Mechanical Contractors will market the new relationship between ourselves and NCPA through advertisements in: Charleston Regional Business Journal, Post and Courier, GSA Business Report, Charleston Metro Chamber of Commerce**

**(f) Triad Mechanical participates in the annual ASHRAE national convention; marketing materials for this nationwide event will contain the NCPA's pertinent information.**

**(g) Triad Mechanical will update its website homepage to include a link to a dedicated NCPA page with all pertinent information.**

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

**The majority of Triad Mechanical Contractor's existing customer base is comprised of government entities that already utilize the NCPA or have the ability to utilize the NCPA for purchasing of our type of services and materials. It is some of these existing customers that expressly requested that we join the NCPA, to make procurement of our services an easier process.**

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

**The majority of Triad Mechanical Contractor's existing customer base is comprised of government entities that already utilize the NCPA or have the ability to utilize the NCPA for purchasing of our type of services and materials. It is some of these existing customers that expressly requested that we join the NCPA, to make procurement of our services an easier process. Once we are added to the NCPA program, we will communicate directly with our existing customers to advise them of the relationship, so that procurement of our services through this program can begin immediately.**

87. Provide a detailed 90-day plan describing how the contract will be implemented within your company.

**Refer to Items 84, 85, and 86 for this plan.**

88. Describe how you intend to train your national and/or regional sales force on the Region 14 ESC agreement.

**Upon approval of our application, a company wide meeting will be held to update the entire company on the addition of the NCPA relationship to our portfolio, the details of the program, the benefits to our customers, and the value it adds to our existing relationships. This will include a presentation to our team on our 90-day implementation plan.**

89. 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.

**We approve use of our logo.**

## **ADMINISTRATION**

91. 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).

**Triad Mechanical currently holds multiple TOC's (Task Order Contracts) with different state of South Carolina Agencies and have worked in the public sector for 37 years. This NCPA program would be the first cooperative purchasing program we have participated in. If awarded the NCPA contract many of Triad's current public sector customers would be immediately interested in participating in the NCPA's purchasing program.**



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

**Triad Mechanical has a dedicated accounting department and used the latest accounting and project management software. The accounting team would coordinate with the NCPA monthly as required to track and report sales. Our team would diligently work with the NCPA's team to streamline this process for both parties .**

93. 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.

**Each eligible agency that is contracted under the NCPA would have its own designation as an NCPA agency in our accounting and project management software. Management, Billing Reports for each agency can be customized to meet the NCPA and the customer's needs.**

94. 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.

**As we have never worked with the NCPA before we do not have any current suggestions. As a selected partner of the NCPA we intend to align our sales teams with the resources the NCPA to maximize the effectiveness with public agencies to the benefit of the NCPA, Triad and its customers.**

95. Green Initiatives

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

**Triad Mechanical is committed to sustainable building solutions and practices. See attached for Triads Environmental policy.**

96. 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. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

**See attached.**

## 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.
- ◆ Provide the minimum information as listed for your product categories on the following classifications of product:

**Triad Mechanical Contractors Installs, Services and Maintains all top brand manufacturers for the below HVAC, Refrigeration, Plumbing, Equipment and Mechanical Systems.**

➤ **HVAC Refrigeration**

- Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating., Absorption)
- Cooling medium (e.g., air, water)
- Brand Name(s)
- Capacity Range (tons)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (KW/Ton)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Indoor Air Quality Products and Devices**

- Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.)
- Brand Name(s)
- Capacity Range
- 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

➤ **Unitary**

- Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water-source, mini-splits)
- Brand Name(s)
- Capacity Range
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Range of Efficiencies (EER, SEER, COP)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Air handling**

- Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections)
- Brand Name(s)
- Fan Types (e.g. Backward incline, Forward curve, airfoil)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **Air Terminal Devices and Heating Products**

- Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)
- Brand Name(s)
- Capacity Range (CFM)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Provide example data on each type of product provided
- Detail Features & Benefits

➤ **DDC Controls**

- Type (core components, end devices, lighting, panels)Brand Name(s)
- System Protocol (BACnet, LonWorks, Proprietary or Combo)
- LAN Communication Structure (Peer-to-peer, Polling)
- Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
- Third party interface (Drivers and Gateways)
- Remote alarm and message capabilities
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Location of Manufacturing (City, State or Country)
- Estimated Market Share (North America)
- Detail Features & Benefits

➤ **Cooling Towers**

- Type (e.g., open, closed, evaporative, other)
- Brand Name(s)
- Capacity Range (tons)

- 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

#### ➤ **Pumps**

- Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
- Brand Name(s)
- Capacity Range (GPM)
- 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

#### ➤ **Invertors**

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

#### ➤ **Boilers & Water Heaters**

- Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Capacity Range (MBH)
- 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

#### ➤ **HVAC Specialty Products**

- Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal)
- Brand Name(s)
- Heating Medium (Electric, Gas, Steam, Hot Water)
- Cooling Medium (DX, Chilled Water)
- Capacity Range (CFM and/or MBH)
- 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

➤ **Equipment Parts and Supplies**

- Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
- Brand Name(s) stocked
- Location of stocking parts
- Standard Warranty (Parts & Labor)
- Optional Warranty (components covered & Labor)
- Estimated Lead/Delivery Time
- Percentage of locally stocked parts to delivered parts
- Detail Features & Benefits

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:

**Triad Mechanical Contractors Installs, Services and Maintains all top brand manufacturers for the HVAC, Refrigeration, Plumbing, Equipment and Mechanical Systems listed above.**

**See attached services and capabilities sheets**

➤ **Startup & Commissioning Services**

- Define process for validation of system or equipment operation to design

**Each technician doing the validation has been factory trained by the manufacturer. All electrical, Controls, piping & ductwork connections are checked and voltages are verified. The manufacturer's startup checklists are followed. The manufacturer startup forms (if required), Triad's startup and warranty forms are sent to the project file in the management software, then sent to the customer with the IOM and closeout documents.**

- Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
- List key personnel (factory, sub-contract, other) **See attached key personnel**
- References (public sector only) **See attached references**
- Case studies describing benefits of services

➤ **Service & Maintenance**

- Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)

**Triad Mechanical Contractors is a full service Mechanical Contracting and Service Provider. We provide Mechanical Construction Services, Maintenance and Repairs to fit each of our customer's individual needs including 24/7 service. We customize each maintenance program to fit each custom's facility's needs.**

- Define processes for each type of service and/or maintenance of the system or the equipment

**Triad Mechanical's technicians are factory trained and certified. We meet with each customer to understand their specific needs at their facility. We follow the manufacturer's guidelines as well as our own Service & Maintenance Procedures.**

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

➤ **Installation and Turnkey Contracting**

- Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
- Define processes for each type install of the system or the equipment

**A detailed survey would be conducted to determine the condition of the equipment, controls system & building layout. The existing HVAC test & balance report as well as building commissioning reports would be reviewed. If needed a load analysis would be done to ensure the proper capacity's are met. Triad employs licensed mechanical engineers and subcontracts with local engineering firms who would review the information and would assist in identifying what options would best benefit the customer's needs. Triad's engineering team consults with all the major equipment and controls manufacturers to stay up to date on the current solutions that would be considered for a retrofit. The recommended options would be presented to the owner and a decision would be made to best fit their operational and financial needs.**

- Bonding and licensing capabilities  
**Triad hold an Unlimited GC and Mechanical License and can bond single projects up to \$5mil and a total aggregate of \$ mil with consideration to go beyond those limits. See attached letter from bonding company and copies of licenses.**

**Mechanical Unlimited License M2377:AC5, HT5, PB5, 2P5**

**General Unlimited License G13019:BD5, BL5, IR5, WL5**

- List key personnel (factory, sub-contract, other) **See attached key personnel**
- References (public sector only) **See attached references**
- 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)

**Triad Mechanical Provides a 1 year parts and labor warranty. Extended warranties are also available if the customer is interested.**

- Define processes for each type of warranty

**During project closeout the customer is given a paper binder and an electronic copy with all the Equipment IOM documents, startup reports, as-built plans, and all warranties. After presenting this documentation detailed owner training is given to the customer's maintenance team. The service/warranty contact information is reviewed with the customer at this time. Warranties are tracked through our project management system. Each customer's file has all of the equipment models, serial numbers and parts that have been replaced tracked. The service technician can update this file while onsite to keep current as to what parts have been replaced and what services have been done to each piece of equipment. Customers with multiple different projects are tracked by the individual project. Each file tracks the status of the active warranties and their expiration dates.**

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

## ➤ **Energy Services**

- Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and others)

**Triad Mechanical regularly works with agencies to evaluate and monitor their energy needs as it maintains the HVAC and EMS systems. This includes recommending modifications to the applicable systems, any equipment changes/improvements, EMS system changes to keep construction costs down as well as operating costs. We regularly work with the state and local utility companies to help our clients get the applicable rebates and incentives offered by the utility and local/state/federal government.**

**Triad employs licensed mechanical engineers and subcontracts with local engineering firms who would review the information and would assist in identifying what options would best benefit the customer's needs.**

**See attached example cost reduction results and energy rebates attained on a current project for a local government agency.**

- Define processes for each type of energy services

**Triad Mechanical would conduct a site survey and meeting with the customer to determine the needs and the existing equipment and EMS system. Triad would then work with its own engineers or an outside design firm to find the best energy service plan for the customer.**

- Certifications of personnel **See attached certifications**
- List key personnel (factory, sub-contract, other) **See attached key personnel**

- References (public sector only) **See attached references**
- Case studies describing benefits of services

#### ➤ **Equipment Rentals**

- Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)

**Triad Mechanical has the rental contracts with all the major rental and equipment leasing companies.**

- Brands available

**All Major Brands are available**

- Locations of rental fleet

**Triad works with local, regional and national rental partners for equipment rental.**

- Process of accessing rental fleet during disaster event
- **Triad Mechanical has the rental contracts with all the major rental and equipment leasing companies. Including emergency and disaster events.**

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

#### ➤ **Financial Services**

- Type (e.g., leasing, prompt and pre-payment discounts, guaranteed savings and other)

**Triad Mechanical offers pre-payment discounts, prompt payment discounts as well as assisting with energy rebates from local/state/federal governments as well as local utilities.**

- Describe type of each funding and availability

**Factory discounts provided by manufactures and eberygy rebates provided by utility companies. Also tax rebates provided by government.**

- Funding Sources (internal and/or external)

**Triad Mechanical does not provide funding but will work with clients to help secure funding if needed.**

- List key personnel (internal and/or external) **See attached key personnel**
- References (public sector only) **See attached references**
- Case studies describing benefits of services

#### ➤ **Professional Services**

- Type (e.g., Engineering, Design, Drafting, Architectural, Project Management and other)

**Triad Mechanical is a full service mechanical contractor and provides Engineering, design, drafting, project management etc. We employ licensed engineers & a BIM department with 3D capabilities. We often subcontract the Architectural and Engineering to our team of Design professionals.**

- Describe type of each professional service and availability

## **Architectural Design, MEP Engineering, Drafting, BIM Coordination**

- Licensing and certification capabilities **See attached licensing & certifications** **When needed we subcontract this work to our local teams.**
- List key personnel (internal and/or external) **See attached key personnel**
- References (public sector only) **See attached references**
- Case studies describing benefits of services

### **➤ Site Surveys**

- Type (e.g., Equipment, system analysis, operational, architectural and other)

**Triad Mechanical self performs site surveys of equipment, system analysis, operations, EMS systems, etc. See attached capabilities sheets.**

- Describe type of survey

**The surveys conducted are bases on the specific needs of the customer. These include: Historical Trending reports; System Analytics to show the customer how to operate more efficiently; Alarm reports to display historical data on alarms with the EMS system**

**Triad also owns a 3D laser scanner which can scan a space (such as a mechanical room) and then we can convert that scan into a 3D BIM model. This helps the customer in multiple ways.**

- Licensing and certification capabilities

**See attached licenses and certifications**

- Advanced technology uses for each type of survey

**Triad Mechanical owns multiple advanced surveying technology including a 3d laser scanner. This can 3D scan a space which we can then convert into a 3D BIM model.**

- List key personnel (internal and/or external) **See attached key personnel.**
- References (public sector only) **See attached references**
- Case studies describing benefits of services

## 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

**Triad Mechanical is a full-service contractor holding licensing as an unlimited General Contractor, Plumbing Contractor, and Mechanical Contractor. Our firm is licensed in multiple states. Our firm offers Estimation and Budgeting Services, Engineering and Design Services, Scanning and CAD/BIM Modeling services, Pre-fabrication of sheet metal/duct work and piping systems, and a legal department that includes an in-house law firm that specializes in construction procurement and contracts. These services are not typically available from a Manufacturer, a design firm, or a Contractor alone. Our firm adds value by providing all of these services under one roof. By doing so, we offer exceptional value along with cost-savings.**

- Describe the product and/or service in an outline format.
  - ◆ **Engineering and Design**
  - ◆ **Scanning, Drafting, CAD/BIM / Modeling**
  - ◆ **Fabrication of Sheet Metal, Piping Systems, and Welding Fabrication**
  - ◆ **Legal Services for Contracts and Procurement**
  - ◆ **Licensed Unlimited GC, Mechanical, Plumbing**
  - ◆ **Permitting and Construction Management**
- Describe the value to participating agencies.

**All aspects of the Construction Process can be obtained from our firm through a single procurement.**
- Describe the value to NCPA.

**We differentiate ourselves to our clients by providing all the necessary services for a construction project through one act of procurement. We can provide a full range of services that sets us apart from our competition. We have a list of clients who have requested that we join the NCPA so that they can procure us through NCPA. A few letters of reference from some of the agencies have been included with our application.**
- Describe how your company would market this product and/or service through this contract.

**We have a list of clients who have requested that we join the NCPA so that they can procure us through NCPA. A few letters of reference from some of the agencies have been included with our application. Once approved through this program, we intend to market our complete line of services through the NCPA to our existing customers to increase the volume of work with them.**
- Provide an anticipated size of the market for this product and/or service in the public arena.

**A majority of our customers includes public agencies and municipalities. We expect our business with them to expand greatly with our inclusion in the NCPA program.**

### ◆ Detail Description

- Where is the product manufactured?  
**Our offices and facilities are all located in Charleston, SC.**
- Any certifications provided?  
**Our fabricators are certified pipefitters and welders, our engineers are licensed, our service technicians are EPA certified and have training certs from several manufacturers.**
- Where is the service performed?  
**We perform our services in South Carolina and also other locations for the Federal Government including Georgia, North Carolina, Florida, Texas and New Mexico.**
- Who performs the service and what is their expertise?  
**Our fabricators are certified pipefitters and welders, our engineers are licensed, our service technicians are EPA certified and have training certs from several manufacturers.**
- Is this a proprietary product and, if not, who is your competition?  
N/A
- Provide references.  
**References from Customers and Engineers are attached.**
- Provide case studies.  
N/A
- 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

## Tab 9 – Required Documents

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- ◆ 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>Triad Mechanical Contractors, Inc.</u>
Print Name	<u>Andrew Landgrebe</u>
Address	<u>3674 Old Charleston Rd.</u>
City, State, Zip	<u>Johns Island, SC 29455</u>
Authorized signature	<u></u>
Date	<u>11/18/21</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.

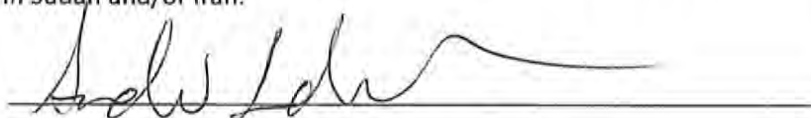
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

#### **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

Date



11/18/21

## **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 Triad Mechanical Contractors, Inc.

Address 3674 Old Charleston Rd.

City/State/Zip Johns Island, SC 29455

Telephone No. 843-556-5636

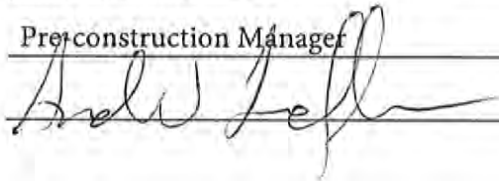
Fax No. 843-763-3091

Email address Andrew@triadmc.com

Printed name Andrew Landgrebe

Position with company Preconstruction Manager

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](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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