

- ◆ Request for Proposal (RFP) for Compliance and Cost Containment Strategy and Management of Healthcare Costs

Solicitation Number: 26-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Compliance and Cost Containment Strategy and Management of Healthcare Costs 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 Compliance and Cost Containment Strategy and Management of Healthcare Costs, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

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

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

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



Competitive Solicitation by Region 14 Education Service
Center

For

Compliance and Cost Containment Strategy and Management of Healthcare Costs
On behalf of itself and other Government Agencies And made available through the
National Cooperative Purchasing Alliance RFP # 26-22

NCPA

National Cooperative Purchasing Alliance

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

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

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

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

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

- ◆ 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 effort attempt by the entity to obtain appropriate funds for payment of the contract.

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

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

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

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

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

- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

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

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

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. 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.

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.
- ◆ Price Increases
 - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or 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

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$125 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

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

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

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

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

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name: US Beacon, LC.
Address: 12 Livree Lane
City/State/Zip: Little Rock, Arkansas 72223
Telephone #: 501-690-8015 /310-704-4553
Email: scarleson@us-beacon.com or jfersch@us-beacon.com
Printed name: Stephen Carleson
Position with company: Co-Managing Partner

Authorized signature:



This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and US Beacon, LC _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 09-20, 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 Compliance and Cost Containment Strategy and Management of Healthcare Costs;

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

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

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

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement; WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

Annual Sales Through Contract	Administrative Fee
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 14ESC 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:

Matthew Mackel
Director, Business Development
PO Box 701273
Houston, TX 77270




September 1, 2022

US Beacon, LC

Name: Stephen Carleson

Title: Co-Managing Partner

Signature: 
7/19/2022

Date: _____

Please provide responses to the following questions that address to 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. No variation
- **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

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

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

American Samoa

Northern Mariana

Federated States of

Islands Puerto Rico

Micronesia Guam

U.S. Virgin Islands

Midway Islands

Business Enterprise (MWBE) and (HUB) Participation

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

- **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 Little Rock, State of Arkansas

◆ Felony Conviction Notice

- Please Check Applicable Box;

A publicly held corporation; therefore, this reporting requirement is not

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

felony.

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

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

◆ Distribution Channel

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

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

Other: Healthcare Cost Containment

◆ Processing Information

- Provide company contact information for the following:

- Sales Reports / Accounts Payable

Contact Person: Jim Fersch

Title: Co-Manager

Company: US Beacon, LC

Address: 46 Peninsula Center Drive

City: Rolling Hills Estates

State: CA

Zip: 90274

Phone: 310-704-4553

Email: jfersch@us-beacon.com

- Purchase Orders
Contact Person: Jim Fersch
Title: Co-Manager
Company: US Beacon, LC
Address: 46 Peninsula Center Drive
City: Rolling Hills Estates State: CA Zip: 90274
Phone: 310-704-4553
Email: jfersch@us-beacon.com

- Sales Marketing
Contact Person: Stephen Carleson
Title: Co-Manager
Company: US Beacon, LC
Address: 12 Livree Lane
City: Little Rock State: AR Zip: 72223
Phone: 501-690-8015
Email: scarleson@us-beacon.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.
 XX Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Please provide the following information about your company:

- ◆ Company's official registered name.

US Beacon LC, an Arkansas Limited Liability Company

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

US Beacon (USB) established our healthcare cost containment services to include Specialty Medical Review and Analysis with a focus on Group Health & Workers' Compensation, in-network, and out-of-network claims/bills, TPA's, and self-insured payers.

US Beacon is the result of over six years of research and development by the Co-Managing partners. These efforts developed to become US Beacon. According to all the key indicators, US Beacon is poised to become a national substantial member of the healthcare cost containment community. US Beacon's successful model is proven to be very profitable to our clients and scalable to facilitate the new business.

US Beacon has become an intricate part of providing proven solutions for lowering client healthcare spend. For more than 30 years USB's principals have provided our clients and the healthcare arena with incremental savings on medical claims/bills.

US Beacon is a proven leader providing our clients with a complete menu of cost containment solutions through a unique business model by utilizing a combination of artificial intelligence and hands on human review. USB ensures accurate and fair pricing for our client's health plans and their providers resulting in significant lower overall healthcare spend for the plans and members prior to actual payment of the claims/bills.

US Beacon is easy to integrate with any plan's current payer or TPA. Most importantly, USB will be working independently for our clients, its health plan, and its members by performing an independent third-party review and analysis of all our clients claims/bills, thus providing a substantial incremental saving and a new revenue stream.

All processes, communication, technology and procedures follow The Health Insurance Portability and Accountability Act (HIPPA) regulations.

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

- # 118743324

- ◆ Company's organizational chart of those individuals that would be involved in the contract.

- **Steve Carleson**, Co-Managing Partner, has over 35 years of experience in business, finance, managing and advising companies from startups to Fortune 500 companies, banks, and insurance companies. Steve is currently Co-Managing Partner of US Beacon LC.

He retired from Merrill Lynch after 30 years as a Managing Director and Senior Vice President over institution and capital market regions.

Steve is also an entrepreneur serving in various capacities including principal, owner, founder, board member and financial and strategic advisor.

- **Jim Fersch**, Co-Managing Partner, has over 35 years of healthcare cost containment experience. Jim previously led National Health Quest (NHQ) for 23 years from conception until acquisition by Mitchell International, Inc. He pioneered and developed the organization from the ground up to become a national best-in-class provider of Workers' Compensation & Auto negotiated out-of-network services. NHQ was the

first of its kind and paved the way for others to follow, thus offering an alternative or in conjunction with PPO & HMO Networks as well as the bills that fall outside these networks.

- **Jonathan Elliott**, Chief Technology Officer (CTO), is responsible for Beacon's growth strategy and commercial operations, including enterprise-wide product development, platform innovation, sales, marketing, service delivery, and customer success. He also owns execution of key enterprise initiatives focused on innovation, growth, and customer experience.

He has extensive experience in product development, optimizing operations, and scaling enterprise SaaS companies with strong, profitable growth. He was responsible for developing and executing the product and technology strategy for one of the top 5 Securities and Exchange Commission filing agents, and leading the teams that designed, delivered, and supported the company's enterprise platform and cloud-based solutions.

He has spent over a decade in technology and sales leadership positions, responsible for automation as well as served on the board of directors of the Data Coalition based in Washington, D.C. and the Regulatory Modernization Working Group for the Securities and Exchange Commission.

He has over 20 years of experience with early to mid-stage SaaS technology companies and has a Bachelor of Arts from the University of Richmond.

- US Beacon is made up of a dedicated team of medical, insurance, technology, collection, and negotiation professionals brought together to help simplify, navigate, and ease the process of the healthcare cost containment system. Thus, holding to our pledge of remaining transparent and unconflicted to our clients.
- Utilizing our proprietary software and technology solutions, we believe our strongest assets are our extremely experienced and committed people. Our entire staff has significant knowledge and deep experience in the healthcare arena and understand the goals and challenges of our clients today.

◆ Corporate Office Location.

- List the number of sales and service offices for states being bid in solicitation.
 - US Beacon maintains offices and staff at the following locations:
 - Eastern Regional Office is located in Salem, Virginia.
 - Central Regional Office is located in Little Rock, Arkansas.
 - Western Regional Office is located in Los Angeles, California.

◆ List the names of key contacts at each with title, address, phone, and e-mail address.

- **Eastern Regional office:**
 - Johnathan Elliott, CTO, located 816 Roanoke Blvd., Salem, VA 24153, his phone number 415-317-9171, email address is jelliott@beaconhci.com
- **Central Regional office:**
 - Steve Carleson, Co-Manager, located at 12 Livree Lane, Little Rock, AR 72223, phone number 501-690-8015, email address is scarleson@us-beacon.com
- **Western Regional office:**
 - Jim Fersch, Co-Manager, located at 46 Peninsula Center Drive, Rolling Hills Estates, CA 90274 phone number 310-704-4553, email address is jfersch@us-beacon.com

◆ Define your standard terms of payment.

On the 1st of each month, US Beacon submits an itemized invoice to Client for the previous month, which will contain the US Beacon fees for services provided during said time period. Said invoice is due and payable upon receipt, via Electronic Funds Transfer (EFT) to an US Beacon designated account, and should be received

by US Beacon not later than the 10th of each month. Although this is our standard payment terms US Beacon may adjust payment terms to meet our clients needs.

- ◆ Who is your competition in the marketplace?
 - MOS Medical Record Reviews <https://www.mosmedicalrecordreview.com>
 - Qlarant <https://www.qlarant.com>
 - Change Healthcare <https://www.changehealthcare.com>
 - HMI LLC <https://hmi-corp.com>

- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties

 - K-12

 - Higher Education
 -
 - Other government agencies or nonprofit organizations

- ◆ Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$ 33,800,000 (Estimated)____in year one
 - \$ 55,860,000 (Estimated)____in year two
 - \$ 67,032,000 (Estimated)____in year three

- ◆ What differentiates your company from competitors?
 - US Beacon (USB) specializes in Compliance Analysis and Reviews on medical claims/bills, in-patient and/or out-patient claims/bills over \$10,000. US Beacon ensures that our client's claims/bills were billed and are paid appropriately and were medically necessary, clinically appropriate, and consistent with a pre-authorization approval.

 - US Beacon utilizes a combination of leading-edge artificial intelligence patented technology (LumenEx). In addition, every claim/bill is reviewed by a team of highly trained professionals as part of our Quality Assurance process. Most of our competitors only use either technology or the human touch.

 - US Beacon provides our clients with a real time 24/7 portal interface that allows for customizable reporting features and options for client data that is accumulated over the course of the contract. USB provides a secure portal system that is able to process claims individually or in a batch format. We provide access to designated client's staff to be able to login to the secure software portal and upload related forms for claims.

 - US Beacon conducts a forensic analysis for each field and line item with revenue codes prior to payment and the application of any deductions or fee schedule. We utilize the Universal Billing (UB) or Summary, the itemized statement, medical records, clinical/financial analysis, and other documents. Most of our competitors based their review only on the Universal Billing. In addition, most of our competitors do not review medical records or line-by-line. US Beacon utilizes all available documents, etc. If our client does not have a document or record from a provider that is needed, US Beacon obtains said document with no additional cost to our client.

- In addition to our proven Compliance Analysis Reviews, US Beacon's Rx program will review and audit J-codes. Claims/bills containing HCPCS Level II J-codes are commonly used for chemotherapy, immunosuppressive drugs, and inhalation solutions as well as some orally administered drugs. USB averages 26% savings on 99% of the claims/bills reviewed. We are not aware of any competitor that provides this service in combination with a compliance analysis review.
- US Beacon is known for our national unsurpassed, organization of processes/workflows, results and we are recognized for our customized services and producing results. We are known for our outstanding turn-a-round time, which is normally 24 to 36 hours after we have all the documentation needed for the Compliance Analysis.
- Our Compliance Analysis Review is completed prior to any other discounts or contractual conditions, such as PPO or fee schedules, etc. This allows our clients to apply their contractual arrangements on a clean claim/bill. Most of our competitors are recommending that the payment is made without cleaning up the claim/bill first. Thus, providing our clients with a new revenue stream that they are not currently receiving.
- Additional specifics on what sets US Beacon apart from our competition are the following that are included in our services offering:
 - Explanation of reviews (EORs) for all reviewed claims that provide a line-by-line review of facility billing compliance with federal regulations and as well as identify improper and overbilling practices from providers.

1 Hospital / Provider		3a PAT. CNTL. #		4 TYPE OF BILL			
		b. MED. REC. #		0111			
		5 FED. TAX NO.		6 STATEMENT COVERS PERIOD FROM THROUGH			
				07/07/2021 08/05/2021			
8 PATIENT NAME		9 PATIENT ADDRESS					
a		a					
b		c AR		d			
e							
10 BIRTHDATE	11 SEX	12 DATE	ADMISSION 13 HR 14 TYPE 15 SRC	16 DHR	17 STAT		
	M	07/07/2021	1436 1 1	12:4	06		
CONDITION CODES 22 23 24 25 26 27 28 29 ACDT STATE 30							
31 OCCURRENCE DATE	32 OCCURRENCE DATE	33 OCCURRENCE DATE	34 OCCURRENCE DATE	35 OCCURRENCE SPAN FROM THROUGH	36 OCCURRENCE SPAN FROM THROUGH		
11 07/07/2021							
39 CODE VALUE CODES AMOUNT							
a 02 \$0.00							
b 80 \$29.00							
c							
d							
42 REV. CD.	43 DESCRIPTION	44 HCPCS / RATE / HIIPS CODE	45 SERV. DATE	46 SERV. UNITS	47 TOTAL CHARGES	48 NON-COVERED CHARGES	49
1 0111	MEDICAL/SURGICAL/GYN			1	\$1885.00	\$0.00	1
2 0210	CORONARY CARE			13	\$44642.00	\$0.00	2
3 0214	INTERMEDIATE CRITICAL CARE UNIT (CCU)			15	\$29175.00	\$0.00	3
4 0250	PHARMACY			538	\$13084.96	\$651.52	4
5 0270	MEDICAL/SURGICAL SUPPLIES AND DEVICE			440	\$20999.40	\$20999.40	5
6 0272	STERILE SUPPLIES			28	\$1961.74	\$1961.74	6
7 0300	LABORATORY			27	\$2364.00	\$2364.00	7
8 0301	CHEMISTRY			201	\$33287.00	\$10293.00	8
9 0302	IMMUNOLOGY			10	\$1280.00	\$0.00	9
10 0305	HEMATOLOGY			43	\$6501.00	\$1570.00	10
11 0306	BACTERIOLOGY AND MICROBIOLOGY			4	\$873.00	\$0.00	11
12 0324	CHEST X-RAY			10	\$6560.00	\$656.00	12
13 0352	BODY SCAN			1	\$4292.00	\$0.00	13
14 0361	MINOR SURGERY			2	\$11815.00	\$669.00	14
15 0410	RESPIRATORY SERVICES			20	\$47138.00	\$47138.00	15

DETAILED EXPLANATION OF REVIEW (EOR)

Client Information



Facility Name

Patient Information

Patient Name:	
Date of Birth:	
Date of Service:	07/07/2021 - 08/05/2021
Pt. Control #:	
Client ID #:	1991
Analysis Date:	01/21/2022

Summary

Total Billed Amount:	\$314,997.21
*Ineligible Amt:	\$94,665.90
Total Adjusted Billed Amt:	\$220,331.31

Service Date	Revenue Code	CPT Code	Description	Quantity	Amount Billed	Ineligible	Ineligible Code
07/07/2021	0250		ACETAMINOPHEN; ACETAMINOPHEN 500 MG TAB	1	\$.24	\$.24	E431A
07/07/2021	0250		GUAIFENESIN; GUAIFENESIN 600 MG TABCR	1	\$ 1.96	\$ 1.96	E431A
07/08/2021	0250		GUAIFENESIN; GUAIFENESIN 600 MG TABCR	1	\$ 1.96	\$ 1.96	E431A
07/08/2021	0250		GUAIFENESIN; GUAIFENESIN 600 MG TABCR	1	\$ 1.96	\$ 1.96	E431A
07/09/2021	0250		GUAIFENESIN; GUAIFENESIN 600 MG TABCR	1	\$ 1.96	\$ 1.96	E431A

- Determination of the administrator’s compliance with contract terms, plan provisions, and Federal Billing Guidelines as well as assess timeliness of claim submissions and payments.
- Provide list of non-billable charges for each claim that has been reviewed on a pre or post-pay basis and identify claims through the post-payment claims review process that contain overpayments for which payment was made by the client within the last 18 months and recoupment is necessary.
- In-house follow-through to completion in obtaining refunds for associated overpayments by the client and/or recoup overpayments under the self-funded insurance program for all claims under review.
- For any overpayment that is appealed by the provider, US Beacon shall provide a clear and concise appeals process as well as full support to the client throughout the appeals process and, where applicable, a subsequent appeal to the appropriate Federal Court. Again, US Beacon provides this service with no additional charge to our clients. US Beacon works directly with the provider of the appeal from start to a final agreement.
- Provide a secure portal system that is able to process claims individually or in a batch format.
- Provide access for designated client’s staff to be able to login to the secure software portal and upload related forms for claims.
- Portal interface will allow for customizable reporting features and options for client data that is accumulated over the course of the contract.

- ◆ Describe how your company will market this contract if awarded.
 - To date, our focus has been on clients who do not require a Request for Proposal (RFP). When awarded this contract, US Beacon will be able to obtain government contracts by being a vendor of NCPA. US Beacon has already completed several Proof of Concepts with clients as outlined in this response. These potential clients have given us assurance that they would move to the next steps in trying to implement US Beacon within their health plans once we become a vendor of NCPA.
 - Our marketing strategy includes an overall growth plan for reaching prospective consumers. Our strategy contains a value-add proposition and provides a new revenue stream, key brand messaging, data on targeted customers through the “C” level suite, demographics, and other high-level elements.
 - Also, as part of our Marketing Strategy US Beacon offers a Proof of Concept (POC) in order to prove our value prior to any contract. This is at no charge to our potential clients, and it has proven very beneficial to all parties involved.
- ◆ Describe how you intend to introduce NCPA to your company.
 - US Beacon plans to focus on the valuable opportunity that NCPA brings to our company, as well as NCPA members. Our main focus is to identify fraud, waste, abuse, and billing errors by completing our compliance analysis review as outlined throughout this RFP. Thus, allowing our future clients and NCPA members to lower their healthcare spend and add a new revenue stream.
 - Our research and inquiries have proven that our potential government clients prefer not going through the RFP process. We have been assured that once this Co-Op agreement is awarded, we will move forward with the implementations process.
- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.
 - N/A
- ◆ Describe your company’s Customer Service Department (hours of operation, number of servicecenters, etc.)
 - US Beacon believes that the Art of Customer Service and Quality Assurance is the act of supporting and advocating for clients in their discovery, use, optimization, and troubleshooting of our service. It’s also the processes that support the teams making good customer service occur.
 - US Beacon takes the art of Customer Service and Quality Assurance very seriously. We are always responsive and cooperative in resolving these inquiries with the goal to maintain savings for our client and preserve a positive relationship with their providers.
 - Our representatives are patient, effective listeners, attentive, knowledgeable, are able to admit if they don’t know the answer and are polite.
 - Each one of the aforementioned Regional Office maintains Customer Service specialist and are available during normal business hours in the appropriate time zone.
 - In summary, US Beacon’s customer service policy is the act of taking care of the client's needs by providing and delivering professional, helpful, high-quality service and assistance before, during, and after the client’s requirements are met. Customer service is meeting the needs and exceeding the desires of each and every one of our clients.

- ◆ Green Initiatives (if applicable)
 - 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.
 - US Beacon's environmental policy and/or green initiative is taken very seriously. US Beacon is leaving a minimal footprint by encouraging our clients to use progressive technology and the electronic process instead of paper.

- ◆ Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.
 - US Beacon has an Employee Handbook that addresses all of these types of issues. Each employee acknowledges receipt of this handbook and is required to sign off each year acknowledging understanding.
 - US Beacon is a committed Equal Employment Employer. We do not discriminate against employees or applicants for employment on any legally recognized basis (protected class) including, but not limited to race, color, religion, genetic information, national origin, sex, pregnancy, childbirth or related medical conditions. Additionally, we do not discriminate because of age, disability, citizenship status, uniform servicemember status, or any other protected class under federal, state, or local law.
 - US Beacon also has formal polices in place for such discrimination as Employee Relations, Harassment, and violation resulting in disciplinary action, up to and including immediate discharge from employment.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
 - Not Applicable

- ◆ 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.
 - Yes
- ◆ Warranty
 - Since US Beacon is a service company, we would like to submit a Service Warranty
 - No Risk Guarantee -- The advancement of our business depends upon our success in advancing yours, so we are extremely committed to a successful outcome in each and every Compliance Analysis. However, depending on how the bills are transmitted to US Beacon and the volume of bills, certain Administrative Fees may apply. Such fees are always agreed to by all parties in advance.
 - Should the results provided be appealed, USB will use all reasonable efforts to promptly respond and defend it's results with the appropriate provider at its own expense. Should said results change after the appeal process, Client corresponding savings will be re-calculated and appropriate credits will be applied to the following month's invoice or immediately refunded to the Client. Whatever the case, US Beacon is always responsive and cooperative in resolving these inquiries/appeals with the goal to maintain the discount for our client and preserve a positive relationship with the provider. US Beacon provides defensible payment recommendations – savings retained after our less than ½% of 1% appeals rate is 99% plus.
 - LumenEx is our web-based platform designed and implemented by a team of experts, each having analyzed and immersed themselves in federal regulations and billing guidelines for decades. Our patented LumenEx software will be maintained and upgraded at no additional cost to our clients. Tailored specifically to meet our clients' needs with our team providing input and support on your behalf. The aforementioned services/products are provided to all of US Beacon's clients via a customized portal.
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - N/A
 - Availability of replacement parts
 - N/A
 - Life expectancy of equipment under normal use
 - N/A
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, good quality and free of defects.
 - N/A
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
 - N/A

- ◆ The following is a list of suggested (but not limited to) Compliance and Cost Containment Strategy and Management of Healthcare Costs categories. List all categories along with manufacturer that you are responding with:

- Outline the experience of your compliance analysis and medical claims review for Public Agencies in the US (and US territories).

Summary

In addition to the previous answers through-out this RFP response, US Beacon provides a proven scalable, true, and accurate cost-containment strategy to assist in the management of healthcare and workers' compensation cost, thus lowering the annual healthcare spend. Through our provision of both a cloud-based software portal and related professional billing review services, we provide direct savings and insight into individual medical claims and provide end-users with detailed explanation of reviews. The software solution and services are available for both pre-payment and post-payment claim reviews. US Beacon's service offering also manages direct contact and follow-up with facilities as necessary to assist our customers with recoupment of any overpayments as well as any applicable appeals.

The summary of our service workflow and process is to apply compliance analysis and principles to UB-04 forms, itemized healthcare statements, medical records, repricing statements, explanation of benefits statements, and other documentation provided for each claim under review. The application of the compliance analysis and principles generally include, but will not be limited to, line-by-line investigation of UB-04, itemized statements, and medical records (when deemed necessary).

- Describe your last twelve months average saving, and provide the savings based on 20,000 participants of self-insured plans.
 - Total Billed Amount: \$11,962,976
 - Adjusted Bill Amount: \$8, 256,472
 - Percentage of Savings: 31%
 - Gross Savings: \$3,706,504
- Describe your company's ability to conduct compliance analysis and claims review on J code claims.
 - This analysis is included in our standard service analysis for any claims that include such codes.
- Please outline if your company provides real time access for Members to be able to login to a (secure and compliant) portal to view and upload related forms for claims.
 - US Beacon will provide a secure, HIPPA compliant portal system that is able to process claims individually or in a batch format. We will provide access accounts for authorized and designated client's staff to be able to login to the secure software portal and upload related forms for claims. This portal will be accessible via internet browsers and fully secured using multi-factor authentication and SSL security. The portal interface will allow for customizable reporting features and options for client data that is accumulated over the course of the contract.
- Please provide examples of the compliance with contract terms, plan provisions, and Federal Billing Guidelines as well as timeliness of claim submissions and payments.
 - US Beacon provides our client with a corrected Universal Billing (UB) report and an itemized detailed Explanation of Review (EOR). All of our work is in accordance with the Protected

Health Information laws. The HIPAA Privacy Rule provides federal protections for personal health information held by covered entities and gives patients an array of rights with respect to that information.

- Please provide examples if your data allows for customizable reporting.
 - Described in the above sections of what differentiates US Beacon from competition, the experience of our compliance services.
 - US Beacon has the ability to securely receive and ingest, EDI, .txt, .xls, and other batch file formats as well as PDF and image files of all types and sizes. Files can be received via secure data feed, SFTP, or direct upload through our portal. We can also receive fax if it is the only option available, which is then converted to PDF and dependent upon resolution quality we can utilize OCR or manual transcription processes if needed.
- Please describe how your company will provide review services for hospital bills and individual medical claims that are \$10,000 or greater to ensure facility billings are compliant and within federal regulations. How does your company identify improper and overbilling practices from providers?
 - US Beacon (USB) specializes in Compliance Analysis and Reviews on medical claims/bills, in-patient and/or out-patient claims/bills over \$10,000. US Beacon ensures that our client's claims/bills were billed and are paid appropriately and were medically necessary, clinically appropriate, and consistent with a pre-authorization approval.
 - US Beacon utilizes a combination of leading-edge artificial intelligence patented technology (LumenEx). In addition, every claim/bill is reviewed by a team of highly trained professionals as part of our Quality Assurance process. Most of our competitors only use either technology or the human touch.
 - US Beacon provides our clients with a real time 24/7 portal interface that allows for customizable reporting features and options for client data that is accumulated over the course of the contract. USB provides a secure portal system that is able to process claims individually or in a batch format. We provide access to designated client's staff to be able to login to the secure software portal and upload related forms for claims.
 - US Beacon conducts a forensic analysis for each field and line item with revenue codes prior to payment and the application of any deductions or fee schedule. We utilize the Universal Billing (UB) or Summary, the itemized statement, medical records, clinical/financial analysis, and other documents. Most of our competitors based their review only on the Universal Billing. In addition, most of our competitors do not review medical records or line-by-line. US Beacon utilizes all available documents, etc. If our client does not have a document or record from a provider that is needed, US Beacon obtains said document with no additional cost to our client.
- Describe your company's process and procedure for intake, imaging, and scanning of medical claims, if applicable.
 - US Beacon has the ability to securely receive and ingest, EDI, .txt, .xls, and other batch file formats as well as PDF and image files of all types and sizes. Files can be received via secure data feed, SFTP, or direct upload through our portal. We can also receive secure fax if it is the only option available, the fax is converted to PDF and dependent upon resolution quality we can utilize OCR or manual transcription processes if needed.
- Describe your company's methodology for imaging and indexing of medical claims, if applicable.
 - See above response. Files and images are loaded into the portal and provided a unique claim ID within our system. All supporting documentation for that claim is attached and stored in our

Database (SQL).

- Describe your company's length of time for process medical claims for compliance analysis.
 - On a pre-pay basis, the turn-around time is 2 to 5 business days from receipt of all necessary documents needed for claim processing.
 - On a post-pay basis, the turn-around time is 5 business days from receipt of all necessary documents needed for claim processing – times tend to be longer due to additional time needed to retrieve EOB, Itemized Statements, etc.
- Describe how your company will apply compliance analysis and principles to UB-04 forms, revenue code itemized healthcare statements, medical records, repricing statements, explanation of benefits statements, and other documentation provided for each claim under review.
 - Described in the above sections of what differentiates us from competition, the experience of our compliance services and US Beacon's marketing materials.

US Beacon (USB) Process:

Client, or its designated representative, shall forward or to US Beacon services the medical claims where payment has not been issued (pre-pay claims). Client shall transmit the medical bill information for each claim to be reviewed (UB92/UB-04, secure email or standard ANSI837i EDI file) as well as the associated itemized bill, EOB (explanation of benefits) or EOP (explanation of payment/remittance advice via US Beacon secure web portal or a similarly secure file transfer.

USB shall maintain the confidentiality of the claims, records and information created or received by USB in the performance of its services. USB shall only disclose the information in such records to Customer or its agents, if permitted by applicable law to do so, or to any other party, including governmental and other regulatory agencies to the extent such disclosure is required by legal process or pursuant to applicable statute, rule, or regulation. The obligations of USB contained in any Confidentiality Agreement and/or Business Associate Agreement, shall not be construed to restrict or prevent USB from disclosing information in such records to the extent such disclosure is authorized or necessary in order for USB to perform the services to be provided.

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in pricelist. Prices submitted will be used to establish the extent of a respondent’s products and services(Tab 5) that are available and also establish pricing per item.
 - Please refer to US Beacon (USB) Normal Fees & Billing and Appeals Process below.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - N/A
 - Description
 - N/A
 - Vendor’s List Price
 - Please refer to US Beacon (USB) Normal Fees & Billing below.
 - Percent Discount to NCPA participating entities

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
 - Please refer to US Beacon (USB) Normal Fees & Billing below.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - Please refer to US Beacon (USB) Normal Fees & Billing below.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

- ◆ 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.
 - US Beacon’s focus is on our core elements of billing compliance, cost analysis, and chart review while ensuring that all claims/bills are adhering to the plans policy requirements and billing standards. USB clients to process and pay off a “clean and accurate” claim/bill.
 - US Beacon is committed to providing service as a third-party vendor, which allows US Beacon to be a great quality assurance source for our clients. Such independence from any real or perceived interest allowing us to represent our clients with complete transparency. Such transparency is uncommon in the industry, but extremely important to our clients, trustees, administrators, members, and US Beacon to deliver an unbiased perspective. Thus, US Beacon has become a valuable resource to everyone involved in the health plans.
 - US Beacon has provided pro bono, compliance analysis reviews for the public good. These reviews have been conducted for at need patients and healthcare members of our clients at no cost to the individual.
 - US Beacon has the ability to provide a white labeled program for clients that is fully supported by US Beacon. The ability for clients to white label products and services provides clients with flexibility in how they want to conduct business.
 - US Beacon also offers our clients the use of our experienced Consultants to assist our clients with their implementation of an effective cost containment strategy for their health plans at their organization which includes but no limited to the following:
 - Improve understanding of organizational costs and decreasing their healthcare spend.
 - Building a culture of complete transparency of their healthcare spend.
 - Link their labor costs and productivity by reviewing workflows, minimize downtime, and ensure appropriate staffing levels to meet client demands.
 - Provide robust tools for data-driven decision-making.

Tab 9 – Required Documents

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance with the applicable Davis-Bacon Act provisions.

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

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

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

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS


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

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

Offeror: US Beacon LC

Address: 12 Livree Lane

City, State, Zip: Little Rock, Arkansas 72223


Authorized Signature: 

Date: 05/19/2022

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40CFR 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>US Beacon LC.</u>
Print Name	<u>Stephen Carleson</u>
Address	<u>12 Livree Lane</u>
City, State, Zip	<u>Little Rock, AR 72223</u>
Authorized signature	<u></u>
Date	<u>7/19/2022</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 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

A handwritten signature in black ink, appearing to be 'S. P. A.', written above a horizontal line.

signatureDate

7/19/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)


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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	US Beacon LC.
Address	12 Livree Lane
City/State/Zip	Little Rock, AR 72223
Telephone No.	501-690-8015
Fax No.	
Email address	stephencarlson@yahoo.com
Printed name	Stephen Carlson
Position with company	Co-Manager
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) 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 the FTA Administrator, the U.S. DOT Office of the Inspector General, 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 non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain 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. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

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 applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 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 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 that are flowed to Contractor from Awarding Participating Agency.
 - 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 that are flowed to Contractor from Awarding Participating Agency.

- 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, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, 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 and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, 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 knowingly perform any act, knowingly fail to perform any act, or

refuse to comply with any reasonable public agency requests that would directly 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, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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

State Notice Addendum

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

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

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

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