

Request for Proposal (RFP) for Electrical Equipment, Bulbs and Ballasts and Related Services

Solicitation Number: 15-20

Publication Date: Tuesday, June 9th, 2020

Notice to Respondent:

Submittal Deadline: Thursday, July 23rd, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 16th, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

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

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Electrical Equipment, Bulbs and Ballasts and Related Services, 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

Electrical Equipment, Bulbs and Ballasts and Related
Services

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 15-20



National Cooperative Purchasing Alliance

Introduction / Scope

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

◆ Vendor Scope

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

Instructions to Respondents

◆ Submission of Response

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

◆ Required Proposal Format

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

◆ Tabs

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

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

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

◆ Pricing

- All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of

final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

◆ Indemnity

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

◆ Licenses and Duty to keep current licenses

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Cancellation for Non-Performance or Contractor Deficiency

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

◆ Open Records Policy

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

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

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

◆ Cancellation for Conflict of Interest

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

◆ Registered Sex Offender Restriction

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

◆ Contract's Employment Eligibility

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

◆ Terrorism Country Divestments

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

◆ Fingerprint Checks

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

◆ Indemnification

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to two (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$70 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

Evaluation Criteria


- ◆ Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer
- ◆ References (10 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector
 - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Voss Electric Company dba Voss Lighting
Address	5656 N Sam Houston Pkwy E Suite 180
City/State/Zip	Houston, TX 77032
Telephone No.	713-996-8060
Fax No.	713-996-8061
Email address	jim.allred@vosslighting.com
Printed name	James Allred Jr
Position with company	Sr Lighting Specialist
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 24, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Voss Electric Company dba (“Vendor”).
Voss Lighting

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 24, 2020, referenced as Contract Number 02-83, 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 Electrical Equipment, Bulbs and Ballasts and Related Services;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Agency Name	State	Zip Code	Date	PO Number	RQN Number	Sale Amount	Admin Fee (3%)
-------------	-------	----------	------	-----------	------------	-------------	----------------


Total

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

◆ General Provisions

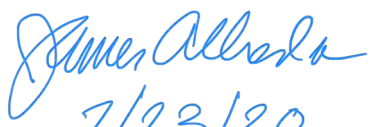
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: August 24, 2020

Vendor:

Voss Electric Company dba Voss Lighting

Name: James Allred Jr
Title: Sr Lighting Specialist
Address: 5656 N Sam Houston Pkwy E Suite 180
Houston, TX 77032
Signature: 
Date: 7/23/20

NCPA Registered Vendor Quotation Number

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

NCPA Registered Vendor Quotation Number Process


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

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

*** Fill out and submit.**

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

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

Date	7-23-2020
RFP Number	15-20
Company Name	Voss Electric Company dba Voss Lighting
Printed Name	James Allred Jr
Signature	

Tab 3 – Vendor Questionnaire

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

♦ States Covered

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

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

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

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

☐ American Samoa

☐ Northern Marina Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

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

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

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

- Responding Company's principal place of business is in the city of Lincoln, State of Nebraska

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐

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

☒

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

☐

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

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

◆ **Distribution Channel**

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

☐

Manufacturer Direct

☐

Certified education/government reseller

☒

Authorized Distributor

☐

Manufacturer marketing through reseller

☐

Value-added reseller

☐

Other:

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person:

Kenny Reed

Title:

Operations Supervisor

Company:

Voss Electric Company dba Voss Lighting

Address:

11420 Ferrell Drive

City:

Dallas

State:

TX

Zip:

75234

Phone:

800 736 8677

Email:

dallas@vosslighting.com

▪ Purchase Orders

Contact Person:

James Allred Jr

Title:

Sr Lighting Specialist

Company:

Voss Electric Company dba Voss Lighting

Address:

5656 N Sam Houston Pkwy E Suite 180

City: Houston

State: TX

Zip: 77032

Phone: 713 996 8060

Email: hous on@vossligh ing com

▪ Sales and Marketing

Contact Person:

James Allred Jr

Title:

Sr Lighting Specialist

Company:

Voss Electric Company dba Voss Lighting

Address:

5656 N Sam Houston Pkwy E Suite 180

City: Houston

State: TX

Zip: 77032

Phone: 832 654 9044

Email: jim allred@vossligh ing com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No

TAB 4 – VENDOR PROFILE

Information About Your Company

Please provide the following:

1. Company's official registered name. *Voss Electric Company dba Voss Lighting*
2. Brief history of your company, including the year it was established.
In 1939 Henry Voss started his lighting business in Lincoln, Nebraska. He quickly realized that his customers needed more than just quality products. He recognized helping his customers to have a better understanding of the effective and efficient use of lighting gave them more for their lighting dollar. Today Voss Lighting is one of the nation's leading suppliers of lighting products, with offices in fifteen key cities across the United States. We serve a broad range of customers from business and industry to schools and governmental agencies. We provide lighting controls, lighting design, service work, and installations. But we provide more than just lighting products and services. Our goal is to discover what our customers need and how their choice of lighting impacts the economics and efficiencies of their business. We want our customers to understand this simple fact: the right light does make a difference – a big difference. Voss Lighting blends old-fashioned value with the latest in energy saving lighting design and technology. To our customers that means the best, most efficient lighting products combined with world-class service at competitive prices. Our motto is "we sell to tell".
3. Company's Dun & Bradstreet (D&B) number. *035077460*
4. Corporate office location. *1601 Cushman, Lincoln, NE 68512*
5. List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration. *Over two hundred on average with roughly half involved in direct sales and half involved in administration and sales support.*
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
<https://www.vosslighting.com/company/locations/>
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales *TBD after award*
 - b. Sales Support *TBD after award*
 - c. Marketing *TBD after award*
 - d. Financial Reporting *TBD after award*
 - e. Executive Support *TBD after award*
8. Define your standard terms of payment. *Net 30 invoices or purchase cards as requested.*
9. Who is your competition in the marketplace? *Other national distributors*

12. What is your strategy to increase market share? *Seek new customers while continuing to serve our existing customers by finding their needs in order to provide quality energy saving products and installation services.*

13. What differentiates your company from competitors?

Three words: SUSTAINABILITY, SAVINGS, and SERVICE.

SUSTAINABILITY – Our quality products are cost-effective and eco-efficient. Since lighting, on average, consumes 25% of the energy use in a typical building, energy efficient lighting not only reduces operating costs it also supports a clean and sustainable environment.

SAVINGS – Consider how much your light bulb costs you to own and operate rather than just the purchase price. Four performance areas that determine the cost of ownership are color, energy, life, and light output. Correct lighting is efficient use of energy. The color and level of light can improve vision. Energy reduction and longer life can reduce operation and maintenance costs. The right light makes a difference.

SERVICE – Voss Lighting Specialists come to you to help you identify your lighting needs. Our Customer Service Representatives can help you place and track your order. Our Delivery Drivers will bring it to you promptly, or our Office staff can hold your order for pickup at our warehouse. The Voss Lighting team works together to help you select the right light. Voss is an Authorized Warranty Distributor for Philips and Advance. Our Lighting and Energy Services group are highly trained lighting and lighting control professionals, able to provide state of the art turnkey project solutions for our customers. Our Lighting and Energy Services professionals will manage your project from concept to completion; including design, specification, budgeting, value engineering, and installation. Our lighting specialists manage your new construction and remodel projects on-time and on-budget.

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

Voss Lighting only provides energy saving products from proven major lighting product manufacturers that meet ISO, UL, and ETL quality and safety test ratings. For example Voss Lighting is a Philips Signify authorized warranty distributor, and Signify is ISO 9001, ISO 14001 and OSHAS 18001 certified.

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

N/A

16. Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.

One project that Voss completed for KIPP Schools was documented in the linked May 2015 issue of [the Electrical Distributor](#). KIPP reported that, "The upgrade has been a plus financially too, delivering about \$200,000 of cost savings every year and at least \$2 million in savings over the life of the retrofit, as well as reducing total power consumption by around 10%."

http://www.tedmagazine-digital.com/tedmagazine/may_2015?article_id=989951&pg=22#pg22

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

Voss Lighting is one of largest independent authorized distributors for Philips Signify in the United States. Last year Voss Lighting celebrated our eighty-year anniversary of serving the lighting needs of our customers across the country. Voss Lighting Specialists are recognized by our customers and our suppliers for taking our products and services to our respective geographic markets in each state that

we serve. We consider contracts as opportunities or open doors for us to sell, not obligations for our customers to purchase. Our goal is to share what we learn about efficient lighting in order to help our customers find sustainable products at competitive prices to meet their lighting needs.

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

Since we deliver and install lighting products we are not asked to provide temporary cooling. Voss is not an HVAC product or service provider.

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

Voss can provide demo products and support documents to help our customers determine the right light for their application such as specification sheets, IES data, photometric layouts, energy audit reports, financial analysis, cost of ownership studies, simple quotes, and formal proposals.

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

Customers can email, fax or mail their purchase orders. POs are entered into our automated system that generates our internal request with the associated product manufacturer monitored at each branch by our Inventory Control Manager.

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

Our Inventory Control Manager monitors orders online with our Manufacturers online systems, and our customers are informed locally by our local Direct Sales and Sales Support representatives. Local representatives are emailed Daily Reports to keep up with all orders.

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

Our manufacturers provide us with online reporting of order status. For stock items delays are not a common issue because of our stock and our major manufacturers stock. For special order items we notify our customers prior to order and plan ahead based on product availability.

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

We have access to daily updated reports produced online via our PC, iPad, or iPhone.

24. How many products do you stock? Where?

Thousands of lamps, ballasts, and fixtures. Voss has fifteen warehouses and our manufacturers can ship to us or directly to our customers.

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

Average is over ninety percent.

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

Many of the companies that you see online today have only been in business since the early days of the internet. In contrast Voss Lighting has been successfully servicing customers since 1939. Voss has a computerized invoice system that generates delivery tickets and matching invoices. Our automated system is designed to help our people serve our customers, and we don't limit our service based on what our computer system can do. Our website, www.vosslighting.com, is designed and updated to help our customers find the information and products that they need. Customers can log in to their own secure area to create a shopping basket. Our staff can help customers with their online ordering, or customers can choose to phone, fax, email or mail their orders in. Since Voss Lighting is a Signify Philips and Advance authorized warranty distributor you can bring your after purchase problems directly to your Voss Lighting Specialist or Customer Service Representative. We pick up defective product and

deliver replacements. Our scope and data for installation or service project activity is entered online and monitored using Trello. <https://trello.com>

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

For all of our manufacturers' products purchased through Voss we will create a "defective ticket" and "replacement ticket" to keep track of the event. Voss will pick up the defective product, if required by the manufacturer, and deliver the replacement product. Thankfully our warranty returns are few and far between because our quality products last beyond the average one to five-year warranty period.

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

Every Voss branch has delivery drivers and access to FEDEX or local Hot-Shot delivery services.

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

Voss represents our manufacturers guarantee We provide quality products from ISO 9001 certified manufacturers like Signify. <https://www.assets.signify.com/is/content/PhilipsLighting/Assets/philips-lighting/brazil/20190924-politica-qualidade.PDF>.

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

Before products can even be entered into our company system to make them available for sale our corporate office reviews the product for safety, quality and environmental certifications like UL, ETL, ISO, etc.

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

Voss has requested our manufacturers to extend their warranties as requested by our customers. Philips has extended some of their five-year warranties to seven or ten years as needed.

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

Philips extended warranties for Conroe ISD and Texas Department of Corrections up to ten years for large purchases.

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

Our automated ordering system keeps track of inventory, order, and project history. Most major manufacturers also have date codes on their products.

34. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?

Voss would honor pricing in all fifty states if additional contract compliance requirements were not needed.

35. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.

Voss has Lighting Specialists and Customer Service Representatives (CSR) at every branch location. Voss also has a nationwide Support Center team located in Lincoln, Nebraska staffed by Voss Employees. Our lighting specialists are trained at our own Voss Lighting Education Center, in addition to on-going product training from such major suppliers as Philips Signify and Advance. They are trained to apply the Voss Lighting evaluation system to help you make the right lighting selection for all of your requirements. Our Lighting Specialists bring our service to you. Lighting Specialists can be available by mobile email, text or call for after hour emergencies.

Our goal is for our customers' calls to always be answered by a Voss Employee during business hours, not an automated phone system. Our knowledgeable Customer Service Representatives at your local branch answer the phones and emails to help with your questions and take your orders. During business hours our goal is for any branch rollover calls to be answered by experienced Voss Customer Service Reps at our corporate office, not by voicemail.

36. Describe your call center organization.

Voss has a nationwide Support Center team located in Lincoln, Nebraska staffed by Voss Employees as described in our answer to Question 35.

37. Does your company offer a dedicated, 800 number for all locations to place phone and fax orders? Is the call center available 24 hours/7 days week?

Every Voss branch has an 800 number. Our online ordering through vosslighting.com is available 24/7. Our website, www.vosslighting.com, is designed and updated to help our customers find the information and products that they need. Customers can log in 24/7 to their own secure area to create a shopping basket. During regular business hours our staff can help customers with their online ordering, or customers can choose to phone, fax, email or mail their orders in.

38. Describe your process for trouble shooting a lighting problem at a site.

Our Lighting Specialists are trained to help troubleshoot lighting problems involving color, energy, life and light output. We have the tools and training to specify lighting solutions. If you are referring to electrical issues that cause lighting problems, then we call in our local Voss Project Manager to provide electrical troubleshooting service through our local licensed and insured electrical contractors.

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

After installation Voss offers the standard one year on labor and full manufacturer warranty on materials. Our Salesmen and Project Managers focus on maintaining customer relationships. Most issues with LED products occur within the first six months. Thankfully we have many projects where the product has lasted well beyond the warranty period.

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

At Voss we are trained to begin with a focus on our external and internal customers in order to understand the situation, identify potential or existing problems, find the best solutions for given applications, and create value that meets our customer's perceived needs.

41. What does your company do to ensure bills are received from service centers within a reasonable time frame and issued to government entities for payment?

Our automated system is flexible to deliver invoices to our customers in the form that they wish to receive it, either by mail, email, fax or hand delivery.

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

Our service centers are managed locally by a Branch Manager and an Office Manager. Company policies and our individual Roles and Responsibilities are clearly defined and reviewed with appropriate supervisory action. Our Regional Managers help lead local branches, and all are under Corporate supervision.

43. List the other functions your company can provide regarding unit replacement to offer a turnkey project.

Our functions include lighting design, product training, financial consulting, and problem solving. Voss visits our customer site with a focus on identifying their application needs or problems. Replacing one

unit with another can take on a myriad of many forms. We will propose re-lamping, retrofit, or replacement in order to fit the solution to our customers desired outcome. We are customer focused instead of product focused. We are knowledgeable about solid state LED lighting and controls, but our goal is to help our customers improve their ability to accomplish their goals.

44. Explain how your company would propose a planned bulb replacement program including how units would be identified for replacement and how pricing would be addressed.

Again, replacing one unit with another can take on a myriad of many forms. We will propose re-lamping, retrofit, or replacement in order to fit the solution to our customers desired outcome. For example, Lone Star College asked us to replace their 1000W metal halide fixtures one for one with LED fixtures in their Fairbanks parking lot. Because LED fixtures with optics distribute the light for better visibility we were able to reduce the fixture heads from four on each pole to two on each pole. We confirmed the improved light distribution with a photometric layout of their parking lot. We were able to run an ROI using our Voss iPad app showing that the project price of installing the new fixtures was less than the total of re-lamping the existing poles with the existing metal halide lamps and ballasts. However, if the ROI were to show that re-lamping would be a better choice than replacing, then we would give our customer that information for them to make an informed decision.

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

Voss uses the Trello software app which gives all of our company teams access to project information with rule-based triggers, custom card & board buttons, calendar commands, and due date commands that create notices in the app and emails to assigned project participants.

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

At Voss our Lighting and Energy Services professionals specialize in new, replacement, and retrofit design of lighting and lighting control systems. We utilize state of the art design technology together with current lighting and lighting control regulations and products, environmental and aesthetic considerations, operation and maintenance costs, and customer expectations to provide our customers with a quality design resulting in a cost effective and visually enhanced outcome.

At Voss Lighting we take project management and logistics to a new level. Our Lighting and Energy Services professionals provide a unique turnkey project experience by bringing to our customers a single point of contact who will coordinate all project related details and provide clear and proactive communication. We work closely with our customers, along with designers, architects, engineers, governing agencies, and contractors to provide a professionally managed project experience.

47. Describe your company's construction management plan.

Our Lighting and Energy Services division provides our customers with complete project management from inception to project completion. We assist our customers in developing a project budget with a realistic return on investment and completion schedule. Our in-house fixture and lighting control divisions enable us to professionally manage inventory and procurement of product, resulting in minimized costs and on-time arrival at the project site. Our goal is to provide our customers with a professionally managed project that is completed on time and on budget.

48. What is your standard warranty on installation?

Our industry standard warranty on installation is one year

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

Warranty is based on customers needs as specified in the contract.

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

Yes. Warranty is based on customers needs as specified in the contract.

51. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?

Voss would honor pricing in all fifty states if additional contract compliance requirements were not needed.

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

Voss employs a Safety Coordinator who directs, implements, and monitors company safety, safety policy, and safety training, as required for all Voss employees. In calendar year 2019, Voss experienced no project safety-related delays or project stoppages. In calendar year 2019, Voss experienced the following (3) non-project related safety-related recordable statistics: (1) case of an incident resulting in lost work days, (1) case with restricted duty/job transfer days away from work, (1) other recordable case, (111) days of restricted duty/job transfer, (4) days away from work. Voss calendar year 2019 rates as follows: Total Recordable Incident Rate was 1.45, Restricted Work Day Case Rate was 0.48, Lost Work Day Rate was 1.93, Severity Rate was 1.33. Voss First Quarter 2020 rates as follows: All categories were 0.00.

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

Our invoice reflects the scope of work as completed as confirmed by the final customer walkthrough.

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

a. A co-branded press release within first 30 days

A national school official publication would be a good way to reach our intended audience.

b. Announcement of award through any applicable social media sites

We post news on Linked-In, Twitter, Parler, Facebook, and vosslighting.com

c. Direct mail campaigns

Voss still prints postcards and thank you notes with our logo, although email is popular.

d. Co-branded collateral pieces

Voss produces professional promotional materials available for pdf or print.

e. Advertisement of contract in regional or national publications

Voss can advertise through organizations such as TEMA and TASB.

f. Participation in trade shows

Voss actively participates as a member of and presenter for Texas Energy Managers Association at the State level TEMA EXPO, Regional Chapter Meetings, and online at www.texasema.org/tema-can-help.aspx. We have participated at USGBC Texas, TASBO, NIGP, and BOMA EXPO. Voss branches participate similarly in each state.

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

i. NCPA and Region 14 ESC Logo

ii. Link to NCPA and Region 14 ESC website

iii. Summary of contract and services offered

iv. Due Diligence Documents including; copy of solicitation, copy of contract and any

v. amendments, marketing materials

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

Voss believes in building customer relationships by demonstrating real dollar saving opportunities that are available since saving time and effort has a direct impact on our customers' bottom line. Purchasing directors understand the total costs of going out for quotes and bids. Maintenance directors understand the time delays in asking for quotes and waiting on a bid process. School Administrators understand the constraint of budget timelines and the limited availability of funds.

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

Voss has had years of experience marketing cooperative agreements to our existing customers, including our current awarded contract NCPA 02-41 Electrical Equipment, Bulbs and Ballasts and Related Services. We have appreciated our relationship with NCPA. With the advent of LED fixtures and lighting controls all of our customers are looking into the availability of these new products. Lamps and ballasts used to be commodity items that had not changed much since Edison invented the light bulb. Solid-state lighting products change as fast as solid-state components improve in efficiency. Many LED products that were brand new just five years ago have already been replaced by more efficient products. Voss believes that this contract is valuable in that it not only allows for the timely purchase and installation of lighting products, but it also allows for manufacturer price list discounts on lighting products that are dynamically changing.

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

We will continue to roll out NCPA member lists as available, products available on NCPA, and instructions on how to proceed to the key personnel. Since the entire filing will be electronic each branch will receive a copy. Many of us are already successfully using NCPA 02-41, and our goal is to expand those opportunities to our other branches. Voss Lighting schedules online meetings and conference calls for sales training, as well as in-person meetings as allowed under current COVID19 restrictions. All government salesmen, national account managers, project managers and corporate management will have the opportunity to discuss implementation issues and concerns. Voss spends a tremendous effort in training us on customer focused sales and on our available resources. Since we have already been using NCPA 02-41 for five years we have experience with implementing a national cooperative. LED savings opportunities with fixtures and controls are widely available so the timing of the reintroduction of this contract to the marketplace is fortunate. Voss Lighting built our reputation and grew our business on politely educating our customers on the value of the right light. We will continue to do that one customer at a time.

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

See answer to number 57.

59. Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Voss agrees, and attached our most recent logo. Our government salesmen would like to continue to include the NCPA logo on our business cards and promotional materials.

61. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

NCPA 02-41, Jon Symko, jsymko@ncpa.us

Region V ESC, SETX Purchasing Cooperative, Vanessa Travis, vross@esc5.net

EPIC6, Region VI ESC, Matthew Reddoch, mreddoch@esc6.net

Region VII ESC, ELEC1617, Martha Lakey, purchasing@esc7.net

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

Office Managers and Customer Service Representatives will continue to enter each applicable order with an NCPA designation since we will have RQN or Registered Quotation Numbers. Our Internal Operations Supervisor will continue directing report activities.

63. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Voss Lighting has an automated system that seamlessly uses the same unique number for quote, order and invoice. Historical reports are simple queries.

64. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

65. Please provide your company's environmental policy and/or green initiative.

Voss Lighting is committed to providing sustainable products that meet the needs of the present generation without compromising the ability of future generations to meet their own needs. For example, Signify ALTO II lamps average 70% less mercury than the industry average for fluorescent lamps. Voss offers several recycling options. Before selling any lighting product we dialogue with our customers to discover their needs. We are trained to be customer focused and ask questions about their lighting system performance, about what they want, about what their problems may be, about whether they are getting enough light or too much, about whether they get satisfactory life out of their current lamps and ballasts, and about whether their lighting system is energy efficient.

Our customers can be confident in the energy efficient and longer life products we provide because we stock name-brand lighting products from manufacturers like Signify who are ISO 14001 certified.

<https://www.signify.com/global/sustainability/sustainable-operations>

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

Voss has local electrical contractor licenses as required. For example our Texas Electrical Contractors License or TECL number is 30854.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ NCPA is soliciting national and regional vendors that can supply a wide range of electrical equipment and supplies that include multiple brands.
- ◆ Also, NCPA is soliciting vendors that distribute a full line of illumination devices including fluorescent, halogen, and LED bulbs and tubes, and including any ballast required.
- ◆ Additionally, NCPA is soliciting national and regional vendors that can provide the following services:
 - a. Lighting Distribution
 - b. Electrical Contracting
 - c. Energy Auditing (in relation to lighting)
 - d. Retrofit Services
 - e. Controls Integration
- ◆ Respondents are requested to provide product forms with detailed description of your product offerings. Provide the minimum information including, manufacturer's name, shipping info, market share, efficiencies, where manufactured, etc. as listed for your product categories including but not limited to following classifications of product: <https://www.vosslighting.com>
 - a. Ballasts <https://www.signify.com/en-us/brands/advance>
 - b. Batteries/Boxes <https://www.interstatebatteries.com>
 - c. Building Materials
 - d. Conduit Fittings
 - e. Controls <https://www.lutron.com>, <https://www.leviton.com>
 - f. Disposable Recycling <https://www.veolianorthamerica.com/what-we-do/waste-capabilities/prepaid-recycling-and-disposal>
 - g. Fans
 - h. First Aid
 - i. Fixtures * see below
 - j. Flashlights
 - k. Fuses
 - l. Glassware/Globes <https://www.satco.com/products/menu/Components/GlasswareAndShades>
 - m. Hardware
 - n. Ladders
 - o. Lamp Changers
 - p. Lamp Holders <https://www.leviton.com/en/search-results#q=lampholders&t=Products&sort=relevancy&layout=card>
 - q. Lamps <https://www.usa.lighting.philips.com/consumer/choose-a-bulb>
 - r. Meters
 - s. Photocontrols <https://www.lutron.com>, <https://www.leviton.com>, <https://www.intermatic.com>
 - t. Plastic/Guards <http://www.plast-d-fusers.com>
 - u. Poles/Fitters <https://www.lightmart.com>
 - v. Smoke Detectors

- w. Sprays/Lubricants
- x. Switchgear
- y. Tape
- z. Timeclocks <https://www.intermatic.com>
- aa. Tools/Misc
- bb. Transformers <https://www.signify.com/en-us/brands/advance/ballasts>
- cc. Wires/Cables

**Fixtures*

<https://www.signify.com/en-us/products?p=false>
<https://barronltg.com>
<http://www.brownlee.com>
<https://www.colorkinetics.com/global>
<https://www.signify.com/global/lighting-academy/browser/course/pck-essentials>
<https://www.contechlighting.com/en/ct/home>
<https://www.creelighting.com>
<https://barronltg.com/brand/Exitronix/1>
<https://www.hubbell.com/hubbell/en/search/?text=spectraclean&CSRFToken=f0119838-e5e0-4b19-a202-b2f930ceb291>
<https://kenall.com/Home>
<https://keystonetech.com/smartsafe/>

VOSS®

LIGHTING • DESIGN • SERVICES

LEDs



LED Flood



LED High Bay



LED Retrofit Kits



TLED



LED Parking



LED Glass



LED Flat Panel



LED HID



LED High Bay



LED Plug-in



Controls



**We Sell
To Tell**

John 3:16

"For God so loved the world that
he gave His only begotten Son,
that whoever believes in Him should
not perish but have eternal life".

vosslighting.com

Fluorescent



HID



Ballasts



Exit/Emergency



Emergency Batteries



Recycling



Electrical Supplies



Lenses/Tube Guards



Batteries



Design



Installation



vosslighting.com

Since 1939

Tab 8 – Value Added Products and Services

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

Executive Summary

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

Detail Description

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

EXECUTIVE SUMMARY

With the advent of energy saving LED lighting and solid state controls Voss Lighting has expanded our services to provide turnkey project solutions to meet our customers growing needs. Our Lighting and Energy Services professionals will manage your project from concept to completion; including design, specification, budgeting, value engineering, and installation.

<https://www.vosslighting.com/company/lighting-and-energy-services/>

NCPA 15-20 TAB 8 - Value Added Products and Services Attachment WHY VOSS.pdf

Voss works with our customers to help them obtain available rebates offered by their electrical service providers. Energy savings afford the opportunity for our customers to obtain financing based on proven energy savings as described briefly on "NCPA 15-20 TAB 8 - Value Added Products and Services Attachment VOSS LESG Energy Finance.pdf".

Our desire is meet our customers total needs for their facilities. One new concern expressed by our customers is the lack of charging stations for the electric cars that are needing to park at government buildings. LED parking lot light conversions provide significant energy savings allowing for the addition of the desired new chargers. Voss can propose a single turnkey project to convert parking lot lights and to add EV Chargers.

For EVC Pricing see NCPA 15-20 TAB 7 - Pricing Leviton Vehicle Charging Stations 070120.xlsx

For EVC Specifications see NCPA 15-20 TAB 8 Value Added Products and Services Attachment EV CHARGERS.pdf



evr-green® 4000

Level 2 Networked Public Use Charging Stations

Whether you are the driver of an EV, a commercial business owner, a utility company or a landlord, Leviton has the charging station for you.



The First
ENERGY STAR®
Certified EV Charger

Evr-Green® 4000

Level 2 Networked Public Use Charging Stations

Integrating design and functionality with superior reliability and durability, Evr-Green® charging stations are ideal for workplace, commercial or outdoor public charging.

Hassle-Free Cord Management

- Self-retracting cord is always off the ground when not in use
- Ultra-reliable second-generation gravity operated mechanism

LCD Display

- Provides animated charging instructions in a clear, simple format
- Readable in daylight with automatic brightness control
- 5.7 inch 640X480 resolution active matrix display
- Full motion 30 fps video support
- Allows for custom video so that you may communicate with your users or deliver special advertising messaging
- Download up to 60 seconds of full-motion, full-color video*
(* Video service plan required)

Multi-Format RFID Card Reader

- ISO 15693, ISO 14443 and NFC
- Accepts ChargePoint cards as well as Visa, MasterCard, AmEx, and Discover contactless credit cards

Common Applications

- Office buildings
- MDU settings
- Municipalities
- Educational Institutions



Listed by Underwriters
Laboratories Inc.

— FEATURING — —chargepoint+— NETWORK SERVICES

ChargePoint™ Network Services let you control access, set pricing, display advertising, monitor station status, and generate usage reports while providing 24/7/365 call center support to drivers.



The First
ENERGY STAR®
Certified EV Charger

Gateway Design

- Removes the need for distance restrictions between chargers
- Stations are configured into optimal radio groups for better communication

Designed for Accessibility

- Buttons provide audio feedback
- Multiple languages supported (English, French, Spanish)

Energy and Power Management

- Dual head stations allow a single 40 A circuit to be shared between two parking spaces (Power Sharing Kit included)
- Power select options to use in a 20 A or 30 A dual pole circuit
- Single vehicle charges at full 6.2/7.2 kW (30 A @ 208/240 V) and two vehicles simultaneously charge at 3.3/3.8 kW (16 A @ 208/240 V) each
- Real-time energy measurement controlled within the modem and communicated through the cloud
- 15 minute interval recordings of energy use and station status
- Time of day (TOD) pricing



Ordering Information

Component Options

Description	Cat. No.	
Head Unit	Single Head	CPHU1
	Dual Head	CPHU2
Mounting Mechanism	Bollard Body	CPMBX
	Wall Mounting Body	CPMEX
Mount Cap	Bollard Cap	CPCAP-B
	Wall Mount Cap	CPCAP-W
Cable Management Assembly		CPCBX
Concrete Mounting Kit (for Bollard Mounting Versions)		CPCMK

Typical Configurations

Description	Components
Single Head Bollard	CPHU1, CPMBX, CPCAP-B, CPCBX, CPCMK
Dual Head Bollard	CPHU2, CPMBX, CPCAP-B, CPCBX, CPCMK
Single Head Wall Mount	CPHU1, CPMEX, CPCAP-W, CPCBX
Dual Head Wall Mount	CPHU2, CPMEX, CPCAP-W, CPCBX

BOLLARD (FREE-STANDING) STATIONS

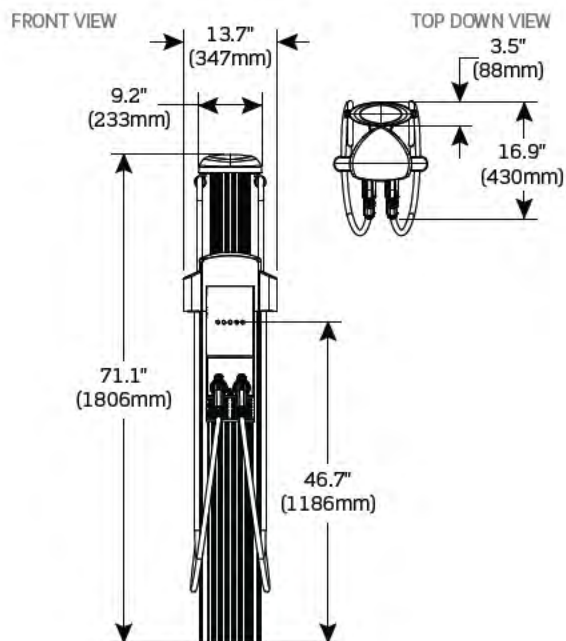


WALL MOUNT STATIONS

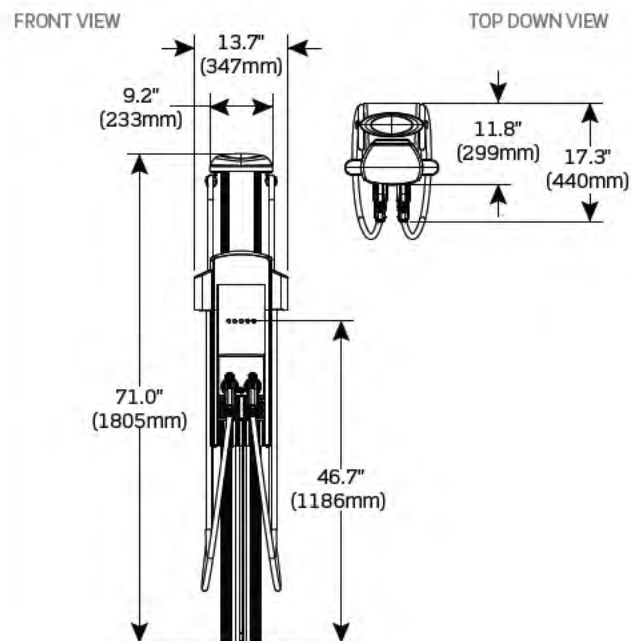


Dimensions

Bollard (Free-Standing) Stations



Wall Mount Stations



Specifications

Electrical Input	Single Port	Dual Port
AC Power Input Rating – Standard	208/240 VAC 60 Hz single phase @ 30 A	208/240 VAC 60 Hz single phase @ 30 A x 2
AC Power Input Rating – Power Sharing	n/a	208/240 VAC 60 Hz single phase @ 32 A
Input Power Connections – Standard	One 40 A branch circuit	Two independent 40 A branch circuits
Input Power Connections – Power Sharing	n/a	One 40 A branch circuit
Required Service Panel Breaker – Standard	40 A dual pole (non-GFCI type)	40 A dual pole (non-GFCI type) x 2
Required Service Panel Breaker – Power Sharing	n/a	40 A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)	
Wiring – Standard	3-wire (L1, L2, Earth)	5-wire (L1, L1, L2, L2, Earth)
Wiring – Power Sharing	n/a	3-wire (L1, L2, Earth)
Station Power	8 W typical (standby), 15 W maximum (operation)	
Electrical Output		
AC - Standard	7.2 kW (240 VAC @ 30 A)	7.2 kW (240 VAC @ 30 A) x 2
AC - Power Sharing	n/a	7.2 kW (240 VAC @ 30 A) x 1 OR 3.8 kW (240 VAC @ 16 A) x 2
Functional Interfaces		
Connector(s) Type	SAE J1772™	SAE J1772™ x 2
Charging Cable Length	18’ (5.5 meters)	18’ (5.5 meters) x 2
Overhead Cable Management System	Yes	
LCD Display	5.7” full color, 640x480, 30 fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, 14443, NFC	
Locking Holster	Yes	Yes x 2
Safety and Connectivity Features		
Ground Fault Detection	20 mA CCID with auto retry	
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection	
Plug-Out Detection	Power terminated per SAE J1772™ specifications	
Power Measurement Accuracy	+/- 2% from 2% to full scale (32 A)	
Power Report/Store Interval	15 minute, aligned to hour	
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)	
Wide Area Network	LTE Category 4	
Safety and Operational Ratings		
Enclosure Rating	Type 3R per UL 50E	
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625	
Surge Protection	6 kV @ 3000 A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.	
EMC Compliance	FCC Part 15 Class A	
Operating Temperature	-40°F to 122°F (-40°C to 50°C)	
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing	
Non-Operating Humidity	up to 95% @ +50°C (122°F) non-condensing	
Terminal Block Temperature Rating	221°F (105°C)	
Additional Services		
Service Plans	Includes 1-year parts warranty	

NOTE: All 4000 series stations require a network service plan per port. A 1-year prepaid commercial cloud plan is included.

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

Visit our Website at:
leviton.com/evrgreen
 email: evrgreen@leviton.com

Q-860D

122619

Leviton Manufacturing Co., Inc.
 201 N Service Rd, Melville, NY 11747
 Telephone: 1-800-323-8920 • FAX: 1-800-832-9538
 Tech Line (8:30AM-7:30PM E.S.T. Monday-Friday): 1-800-824-3005

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Put energy savings to work for you



Upgrade now with energy financing.

- Reduced energy costs help finance your new lighting system
- Energy efficient lighting upgrades with little to no out-of-pocket expense
- Conserve cash assets with no down payment

Ask your Voss Lighting specialist for details.



"For God so loved the world that
he gave His only begotten Son,
that whoever believes in Him should
not perish but have eternal life".
John 3:16

vosslighting.com

Why Voss Lighting?



Products

Large Inventory of Lamps and Ballasts
Competitive Pricing
Quality Products

Next Day Delivery Service
Environmentally Friendly Products
Many No Charge Additional Services



Experience

- We are one of the largest suppliers of replacement lighting products
- 75 years of experience to assist you in your needs

- 16 distribution centers in United States
- Serving Customers Since 1939
- Well-Trained Employees



Ordering and Support

Phone Ordering
Fax Order Forms
E-mail Ordering

Internet Ordering
Product Training
Product Expertise

Personalized Representation
Inventory Program
Energy Audits



Locations

Albuquerque
Atlanta
Dallas
Denver

Grand Rapids
Houston
Kansas City
Lincoln

Minneapolis
Oklahoma City
Omaha
Phoenix

Raleigh
San Antonio
St. Louis
Tulsa

Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature _____

Date _____

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 _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>