

Tab 1 – Master Agreement

General Terms and Conditions

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

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

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 14 ESC and the vendor.

- ◆ 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.

- ◆ Administrative Fee
 - All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
 - The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**.

◆ 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. Region14 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 four (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is 4 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: AZ Insulation & Energy Solutions dba TruLite

Address: 7205 E. Southern Ave., Suite 120

City/State/Zip: Mesa, AZ 85209

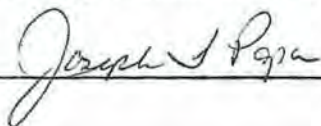
Telephone No.: 602.568.1356

Fax No.: None

Email address: joe@az-insulation.com

Printed Name: Joseph Papa

Position with company: Partner/Director of Sales

Authorized Signature:  _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 6, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and AZ Insulation & Energy Solutions dba TruLite (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 6, 2019, referenced as Contract Number 02-71, 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- Supplemental;

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%)
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Total _____

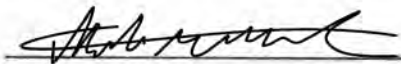
- Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term 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 four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an 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.

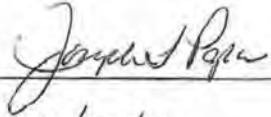
National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270

Signature: 
Date: December 6, 2019

**Vendor: AZ Insulation & Energy Solutions
dba TruLite**

Name: Joseph Papa
Title: Partner/Director of Sales
Address: 7205 E. Southern Ave.
Suite 120, Mesa, AZ 85209

Signature: 
Date: 11/15/19

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

***Click on RQN Logo at the bottom of the home page and a form will pop up.**

*** 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 5 minutes.
- 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: 11/15/19

RFP Number: #30-19

Company Name: AZ Insulation & Energy Solutions dba TruLite

Printed Name: Joseph Papa

Signature: 

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

American Samoa

Northern 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 Mesa, State of Arizona

◆ **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: Michael Woodford

Title: Dir of Operations

Company: AZ Insulation & Energy Solutions

Address: 7205 E. Southern Ave., Suite 120

City: Mesa State: AZ Zip: 85209

Phone: 480-544-2456 Email: mike@az-insulation.com

- Purchase Orders

Contact Person: Joseph Papa

Title: Director of Sales _____

Company: AZ Insulation & Energy Solutions _____

Address: 7205 E. Southern Ave., Suite 120

City: Mesa State: AZ Zip: 85209

Phone: 602-568-1356 Email: joe@az-insulation.com

- Sales and Marketing

Contact Person: Joseph Papa

Title: Director of Sales _____

Company: AZ Insulation & Energy Solutions _____

Address: 7205 E. Southern Ave., Suite 120

City: Mesa State: AZ Zip: 85209

Phone: 602-568-1356 Email: joe@az-insulation.com

◆ Pricing Information

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

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

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

Yes No

Tab 4 – Vendor Profile

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

GENERAL:

1. Company's official registered name.
 - a. AZ Insulation & Energy Solutions dba TruLite
2. Brief history of your company, including the year it was established.
 - a. The company was established 2014 and initially was an insulation company doing retrofits for residential and commercial insulation. The company teamed up with Graybar Electric and began doing commercial lighting installations in 2016. For the last three years AZ Insulation & Energy Solutions doing business as TruLite has performed as subcontractor to companies such as Honeywell and McKinstry. In addition we have self-performed high profile electrical lighting contracts as well as ESCO projects primarily in Arizona and New Mexico. We are licensed as a General Contractor for commercial and residential.
3. Company's Dun & Bradstreet (D&B) number.
 - a. 05-685-3341
4. Corporate office location.
 - a. 7205 E. Southern Ave., Suite 120, Mesa, AZ 85209
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.
 - a. 12 employees that work out of our centralized corporate office in Mesa, AZ
 - i. Direct Sales – 2
 - ii. Sales support – 2
 - iii. Service Technicians – 2
 - iv. Engineering support - 3
 - v. Administration - 3
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
 - a. We service the southwestern United States from our corporate office in Arizona
 - b. Key contacts:

- i. Joseph Papa, Partner
 1. Address: same as corporate address
 2. Cell: 602.568.1356
 3. eMail: joe@az-insulation.com
 - ii. Robert Ellsworth, Partner
 1. Address: same as corporate address
 2. Cell: 602.320.5111
 3. eMail: rob@az-insulation.com
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - i. Joe Papa (resume attached)
 - b. Sales Support
 - i. Faith Roberts (resume attached)
 - ii. Austin Petroff (resume attached)
 - c. Marketing
 - i. Rob Ellsworth (resume attached)
 - d. Operations-Including Financial and Other Reporting
 - i. Michael Woodford (resume attached)
 - e. Executive Support
 - i. Faith Roberts (resume attached)
8. Define your standard terms of payment.
 - a. Net 45
9. Who is your competition in the public marketplace?
 - a. Fluoresco
 - b. Wilson Electric
 - c. Urban Energy
 - d. All major ESCO's

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

- a. We have contracted marketing firms whose job is to contact commercial and public entities or to use online tools/resources to generate leads. Should we be selected for this RFP, we will work with our marketing agencies to increase our territory reach and call volume and to focus on the appropriate public organizations and agencies that can benefit from this contract
- b. We will continue to expand our offering as a subcontractor to McKinstry and Honeywell
- c. Internally our sales teams are currently working to contact public entities within the southwest region in the normal course of our ESCO offerings. Lately we have been specifically targeting all public education entities in AZ and NM. Those that we have not been able to work with due to lack of a procurement vehicle will be contacted again to discuss the opportunities brought by the ESC contract

13. What differentiates your company from your competitors?

- a. Price
 - i. Our pricing is aggressive and highly competitive
- b. Product
 - i. We offer only Tier 1 products...unless specifically requested by customer for different product or product line
- c. Efficiencies in delivering audits, proposals, and financing

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

- a. Our pricing lead is also a certified auditor. This is helpful when completing an investment grade audit to ensure quality audits and output
- b. We also offer customers a three-month inspection after installs to replace any manufacturer defects during burn-in for LED lights. This helps to avoid unnecessary warranty claims. We do this at our own cost as a normal part of our work.

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

- a. We have never been involved in any litigation, bankruptcy or reorganization

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.

- a. We initially started with Sylvania products for our lighting projects. We continued to look for cost effective options and moved to Graybar as our primary supplier and were able to get a 30% reduction in product pricing. We have since moved to another supplier where their ability to get better bulk pricing has provided us with another significant reduction in pricing that we pass on to our customers. Our labor costs are close to the lowest in the industry.

PRODUCTS:

17. What is the reputation of your company's products in the public marketplace?
 - a. Recognized as Tier 1 product provider. The majority of our suppliers will not sell anything less than top-tier products

18. What equipment/system support documents will your company provide?
 - a. With all of our proposals we provide the UL listings and product spec sheets for each product offered.
 - b. Any additional documentation related to the project such as controls, warranties, etc. are provided to the customer upon delivery.

19. Identify the process of receiving a purchase order to the ordering of equipment.
 - a. We provide the customer with an investment grade audit with savings calculations included
 - b. If we are working with a procurement arm such as CES, the customer sends a PO to CES. CES sends a PO to us. We put together the bill of material through our suppliers and place the orders in such a way as to minimize delivery times
 - i. The customer pays CES and CES pays us once the project is complete
 - c. In the case of projects outside of CES, we receive the PO directly from the customer and review the proposed parts list(s) and/or services requested
 - i. We evaluate the availability of products from our suppliers to validate timely delivery. If there are delays with any suppliers we proactively work to create orders where the project timeline will not be impacted by shipping delays
 - ii. Once the optimal delivery schedules have been verified we place the orders

20. Describe your company's shipping schedule notification procedures.
 - a. We receive a bill of material and price list from our supplier(s) upon notice to proceed from the customer
 - b. We schedule labor and installation to be performed
 - c. Shipping of product can either come to our warehouse or be shipped directly to customer location depending on need and lead times
 - d. We always include the expected lead times for delivery of products in our proposals after having worked to verify them with the suppliers prior to delivering the proposal to the customer
 - i. If there are potential delays or product is unavailable we will work with other suppliers to get product shipped according to schedule
 - ii. If there is a general shortage we indicate that in our proposal and modify the delivery timeline accordingly

- e. Optimally we create an expectation of installation (dates) in our construction agreement
- f. When product ships we provide the tracking number to the customer so they know it is shipped and when to expect delivery

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

- a. If we get notification that a product is delayed we do the following:
 - i. If the supplier cannot provide the product in the agreed upon time we can approach another supplier who can provide the same material
 - ii. If the cost of the new order is higher than presented to the customer, we absorb the cost
- b. To minimize the risk of delays we check with our supplier(s) prior to contract signing to verify that we can get product in the agreed upon time. If we are notified that there are delays we would build those timelines into the proposal so we can meet the terms of the agreement with the customer, or use a different supplier.

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

- a. We use a spreadsheet that tracks the supplier, tracking numbers, customer delivery times, etc.
- b. We update as frequently as needed to show changes in shipping times through the tracking number data

23. How many products do you stock? Where?

- a. We use JIT warehousing to handle the bulk of our inventory needs
- b. We stock limited numbers of the most common parts in our warehouse so that we can respond to a customer who needs us to start quickly on a project.
 - i. For example, we have had multiple times when we won a contract and the customer demanded an immediate start. We have been able to start using our in-house stock while getting the remaining stock ordered and delivered
- c. We regularly stock 10-15 each (sometimes more) of the most common fixtures and lamps

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

- a. Not sure what is meant by "manufacturing plant"
- b. To date, based on our prior answer to how we handle shipping expectations, we have 100% on-time delivery to the customers
- c. Please note that we have never had to ask a customer for a change order on any project we have performed

25. Describe any direct order entry system or capabilities your organization has such as internet capabilities.
- a. For public sector entities in New Mexico, they can order directly through CES
 - b. For other customers we currently do not have an online ordering system as we prefer to do an audit, calculate energy savings, and provide a comprehensive lighting project rather than just selling products
 - c. While we are not in the business of selling replacement parts, a phone call or email will allow us to provide pricing and availability (either in our warehouse or via order to suppliers). We have opted to do this instead of an online shopping cart as there are often additional questions about the product orders that we can ask in a direct communication to better serve the customer's needs. Often they have not thought of the benefits of newer technologies or the impact of mixing and matching various parts and lamps in replacement orders. Our best business model is in providing high-quality, energy-efficient solutions to our customers
26. Are all electrical units UL listed and in compliance with all applicable codes in all states?
- a. Yes
 - b. There are different requirements in each state, some are actually higher than UL Certification
27. If your product is defective, what is the replacement process and turnaround?
- a. As part of our internal best practices we regularly go back to locations where we have performed installations and replace any product with a manufacturer defect. Our normal time for that is on the post installation walkthrough followed by our standard three month review after installation. If there are issues with products prior to the 3 month review we do the following:
 - i. We leave additional products on-site for the customer to have on hand in case of an outage that they can use to replace defective products
 - ii. With that on-site inventory we can dispatch maintenance and repair staff if additional work is required. We warranty our services/work for 1 year
28. What is the capability of your company to respond to emergency/rush orders?
- a. As mentioned in question 23 we keep a small amount of the most common parts in our warehouse in order to respond quickly
 - b. We also have alternative suppliers with whom we have relationships who can often ship when our normal supplier may be delayed
29. State whether your company provides a quality guarantee on your products. If so, please describe.

- a. We have a built in mechanism with our supplier(s) to ensure that we have the best product on the market
- b. We also vet out companies to ensure that they will honor their warranties
 - i. We have had one instance when one of our suppliers was going out of business and was offering their inventory at \$4 lower than market price. We opted to not purchase from them for a project because we knew that they could not honor their warranties.

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

- a. We start with the best product on the market
- b. When we do our follow up walk-throughs we note which products are having the highest failure rates and communicate the issue to the manufacturer. Often they will come up with a quality replacement until they can address the higher failure rate
- c. We use data from local utility providers and monitor which products for which they are offering incentives. Our experience is that those products will be of better quality. This is especially true of direct wire lamps

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

- a. We contact the supplier(s) and ask if they will allow us to purchase an extended warranty for the customer and add that to the proposal up front if requested by the customer
- b. We also regularly add some stock to the proposal so the customer has some on their shelf in case of need so they do not need to call and purchase every time they have an outage

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

- a. Most states require a workmanship warranty for one year and we have not had requests for extensions of the original labor warranties.
- b. In Arizona we regularly give a 2-year workmanship warranty to our customers as part of our normal offerings

33. What is your standard warranty on replacement parts?

- a. It depends on the product. Most have a 5 year manufacturer's warranty and others have as many as 7 years.

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

- a. Based on the original installations list we know whether or not a product is still under warranty
- b. Product replaced due to defects during the walkthrough or in the third month audit are updated to the list

- c. After the one year workmanship period has expired, the responsibility for warranty tracking and replacement moves to the customer.
35. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?
- a. We can ship products and equipment to all 50 states
 - b. We are limited to project work in states where we currently have the appropriate licensing, but can procure (and have in several cases) subcontractors that have the required licensing should the contract require it.

SERVICES:

36. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
- a. All of our follow up customer service issues are handled through our lighting services subcontractor using a reporting ticket system that is cross copied directly through our company. This saves time by going directly to the subcontractor service staff who can respond quickly.
 - b. The service center is centralized for the southwest region and is located in the Phoenix area of Arizona
 - c. We carry a small in-house inventory of replacement parts that can be dispatched immediately if the subcontractor service center is out.
37. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls.
- a. Immediate response based on equipment availability with a response time of no more than two hours after the ticket is submitted
 - b. Our customers have the direct contact information for the company leadership. In critical situations a call to the company leadership will get things moving in less than the two hour window
38. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
- a. We have done several large projects in schools that have warranted responses to make sure problems are addressed prior to school starting or, in some cases, prior to events in gymnasiums or high bay areas. With the available equipment we had in stock, in all cases we responded quickly to get the problem solved in the required time and prior to events
 - b. We have found that our proactive work in doing follow up through our post project walkthroughs solves most of those potential emergency issues before they happen

39. Please describe the quality program(s) within your company which measures your service work.
- a. We regularly meet with our outsourced service teams to review project completion issues, service call-backs, and post-project service calls. These help us to monitor and address processes and/or products that create issues for customers
40. List your company's standard scope of work performed for preventative maintenance visits.
- a. We do post-project audit follow ups with each customer at our own expense to ensure that any defects or issues are addressed after a short burn-in period. All issues are recorded and resolved. We leave extra material at the site and educate the facility personnel on how to change out warrantied equipment.
41. List the dollar volume your company completes nationally (or regionally if you responded as such) in electrical maintenance annually.
- a. Our goal is to have \$0 volume which indicates that all issues have been resolved in the projects and the post-project audits (at our expense)
 - b. For 2018 our electrical maintenance volume was \$8000
42. Describe your call center organization.
- a. It is streamlined based on our telephone number and repair ticket form so that one person takes the call and dispatches the repair. Yet, both the customer staff and our company management are cross copied on the repair and how it is resolved.
 - b. A call to our service number will be taken by one of several people who will communicate with the customer and dispatch accordingly
43. 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?
- a. We currently do not have an 800 number. We have felt that with the current national phone tariffs for toll-free numbers, especially with VOIP and cell phone plans, that the use of an 800 number is an unwarranted cost. That being said, we are willing to procure a number if that is an issue. To date our customers have not brought this up as an issue.
 - b. We rely on emails in place of faxes
 - c. Yes, our call center is available 24x7
44. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem?
- a. As mentioned above, our customers can call the company leadership in emergency situations or submit a ticket which will get actioned in a 2-hour window. The company leadership would assess the situation and make sure that the appropriate actions are taken.

45. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
- a. For warranty work...
 - i. Receive phone call or a ticket submission
 - ii. Assess availability of equipment in local warehouse or third-party warehouse
 - 1. If equipment is not available, a rush order would be submitted to our supplier(s) and expected delivery time communicated to the customer
 - iii. If equipment is in-stock, we dispatch service personnel (within 2 hour window if required) to affect repair and/or replacement
 - iv. Get customer sign-off
 - v. Close out ticket
 - vi. Notify all associated parties that work is completed
 - b. For service calls outside of warranty...
 - i. Same as above except we will get agreement on the proposed costs involved and then invoice after the work is completed and the service ticket is closed
46. What technology such as GPS tracking does your company use to track completion of repairs?
- a. We use "find-a-friend" on cell phones to ensure where service staff are located when responding to a service call
 - b. Completion of repairs are communicated in the ticket and internally via voice/text/email
47. What is the reputation of your company's service in the public marketplace?
- a. We are not a repair company so would respond to service calls for work that we have done. We have determined that taking on repair work done by another installation or upgrade project is high-risk and low profit. However, we stand by our work and the quality we provide
 - b. We have a stellar reputation with those companies that we have subcontracted for such as Honeywell and McKinstry who require a reputable and reliable name in the industry as a subcontractor
48. How does your company spread the cost of a Preventative Maintenance contract over the entire year?
- a. We build it in to the original project cost for projects that we complete
 - b. Preventative maintenance agreements for projects/customers we have not previously provided services for will be on a T&M basis
 - i. That being said we can also provide an annual retainer pricing for periodic inspections with material costs added if non-warranty repairs and replacements are required

49. Identify the process of receiving a purchase order to the providing of a service contract.
- a. Receive request for an on-site audit
 - b. Audit gets completed
 - c. Proposed bill of materials and pricing will be provided to the customer that will reflect the NCPA pricing under this RPP
 - i. This includes the 3% administrative fee and all applicable costs
 - d. Once the customer approves they send us a PO and we input it into our internal systems and process for action
 - e. Once all is reviewed and approved we issue the service contract to the customer
50. Describe your company's startup and system checkout responsibilities
- a. Upon completion of project work...
 - i. We check for all low voltage emergency lighting and lamp and ballast potential failures
 - ii. Walk the facility with the customer or their representative and note any issues and resolve them on-site so all systems are working satisfactorily
 - iii. For those projects with explicit lighting level requirements the walk-through includes photometric testing to ensure light levels are at or better than contracted
51. Describe your company's post-installation and warranty support
- a. Post installation we perform a free three-month audit of the facility to review and ensure that all warrantied defects are addressed and replaced as required.
 - b. We also leave behind product spec sheets with product warranty call numbers and our own repair ticket access to use in case of emergencies.
52. Describe your company's steps for system analysis.
- a. We install data-loggers as part of our audit process to verify energy consumption baselines
 - b. We perform light level analyses to ensure the system conforms to the photometric design and light level requirements as defined by the state statues
 - c. Post energy analysis is done to ensure watt-for-watt savings
53. Discuss your company's current computer systems architecture. How does your company's computer system guarantee that customers receive consistent service support, electrical responsibility verification, and management reporting?
- a. For those who require ongoing metering and verification we use a third-party provider who will require access to the customer's electrical systems to provide verification and management reporting.

- b. For smaller projects we use utility billing analysis to provide verification and management reporting
- 54. 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?
 - a. We are centralized so all bills are generated and received in one location for prompt action
- 55. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
 - a. We are centralized so we are on-site to ensure that all standards are met at all times. There are currently no remote service locations that require monitoring and standards checks
- 56. Is warranty coverage dependent on using your start-up procedure?
 - a. No
- 57. Who performs your start-up procedure?
 - a. The senior project manager for the project will do the start-up with the local personnel and/or their representative(s)
- 58. List the total dollar volume your company completes in electrical retrofits annually.
 - a. \$3M in 2018
- 59. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
 - a. Based on the light level analyses and commercial grade audit results we identify the required replacement units that will meet or exceed the requirements for each location.
 - b. Once the numbers and types of fixtures and/or lamps are identified pricing can be determined from the pricing lists
 - c. If delamping is proposed it is noted in the audit and pricing is made according to the reduced product counts and any associated electrical work
- 60. Describe what project scheduling tools your company use to track projects during construction.
 - a. We use ProjectLibre and (sometimes) MS Project for project planning and scheduling
 - b. The Sr. Project Manager is responsible for ensuring that the project tasks including in the WBS are communicated and updated appropriately during the project.

61. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
- a. We stay abreast of the latest technology and propose the best products
 - b. The actual equipment selection depends on several factors such as energy savings, light levels, aesthetics, dimming and controls compatibility, etc.
62. Describe how your company handles site development and project permitting process.
- a. If the project requires electrical reconfiguration and permitting is required, we have a design staff that puts together the drawings that are submitted to the appropriate governing agency.
 - b. Once permits are approved any required site development is carried out and submitted for inspection
63. Describe your company's design-build quality control guidelines for design, construction and review on a turnkey or energy retrofit contract project.
- a. Energy savings, adequate light levels, and aesthetics ultimately drive design. We have an in-house photometric design team that ensures adequate light levels are achieved and designs meet electrical codes and requirements for the customer's expectations.
 - b. Spot checks are done as construction is being carried out to ensure that design standards are met throughout the project. This ensures that the design and the practical application coincide
64. What is your company's design approach and philosophy for a turnkey retrofit contract project?
- a. Our design approach is based on the customer's need for energy savings, light levels, aesthetics, and potential rebates that may reduce total cost.
 - b. Our philosophy is that the end result looks great, provides increased lighting levels, and reduces annual energy and maintenance costs all at a lower spend than before the project.
65. Describe your company's construction management plan.
- a. Our plan centers around the expected project timeline which is based heavily on the procurement timeline as well as the installation periods required to complete the work. Periodic and regular milestones and inspections ensure that we meet the defined timelines.
66. What is your standard warranty on installation?
- a. Workmanship has a 1 year warranty
 - b. Equipment varies depending on the lamp or fixture but is usually in the 5-10 year range. We can purchase an extended warranty if required by the customer

67. Do you differentiate in your company's standard warranty if financing is part of the contract? If so, please describe.
- a. No, the warranty is not dependent on financing
68. State whether your company provides a quality guarantee on your service. If so, please describe.
- a. We guarantee our work for the first year and, if the customer requests, can extend that to two years for an additional small fee
69. 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?
- a. Alaska and Hawaii would require a separate services pricing model

SAFETY:

70. Describe your company's safety program during service/repair work.
- a. We use an internal safety management program that specifies work conditions and safety procedures. Each employee is required to review and agree prior to work being started.
 - b. Weekly reviews of safety practices during the project help ensure compliance
71. Describe your company's safety program during construction.
- a. We require an onsite project manager that enforces compliance with the safety procedures and performs the required logging and weekly review. Our goal is zero tolerance.
72. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record.
- a. To date, we have not had any lost hours due to work related accidents. We have never had a worker's comp claim.
73. What reporting mechanism does your company provided to the customer upon completion of any project?
- a. Since this question is under the heading of "Safety" we assume the question refers to reporting safety issues and/or incidents.
 - b. The standard log which is required for monitoring safety is available to the customer upon request. Any anomalies in safety are brought to the customer's attention immediately upon incident review by the Sr. Project Manager

MARKETING/ SALES

74. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
- a. A co-branded press release within first 30 days

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

We currently have a marketing agency that offers our products and services in the local region. We plan on expanding our reach to other states as needed. Upon receipt of the contract we are ready to update our website to reflect our procurement capabilities with NCPA and market those projects. We have attended several trade shows in the past (limited to Arizona) and will expand participation in other states and regions as needed.

Our experience with direct mailing and advertisements in publications has shown very little return from those media. We are willing to readdress, but experience has shown very little ROI in these cases. Our best success has been through our sales force and marketing agency(ies). Our targeted direct contact approach has yielded a higher percentage of “contracts won” vs “sales calls made” than other methods.

We are ready to add the required web resources as outlined in item “g” above, but will require approved design and content guidelines from NCPA for those web resources.

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

- a. Our message would focus on the fact that we are a one-stop for pre-negotiated pricing and can satisfy the customer’s procurement needs without going out to bid
- b. Our marketing agency will work with us to tailor the message to potential customers showing the benefits of this contract
- c. As a full-service energy conservation company we have the ability to provide added value through assessment of other avenues for power use reduction, energy efficiency, and alternative energy solutions.

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

- a. Our marketing agencies currently focus on both commercial and government (local, state, and other) agencies including public education entities. This contract will be used in our agencies’ efforts to market applicable products and services to the appropriate government entities who can benefit from this agreement. In addition, they allow us to contact existing/past customers with follow-up offerings. This agreement will provide another opportunity for us to approach current customers with additional value, products, and services.

- b. In the normal course of our business our internal sales team targets specific K-12 and other municipal/state/county entities. Adding this contract to our offerings will provide additional benefits to our customers who have had specific needs, but have lacked the procurement vehicle to address those needs effectively
77. Provide a detailed 90-day plan describing how the contract will be implemented within your company.
- a. Within the first 30 days develop and deploy all marketing and related collateral including web resources
 - b. Initiate a review with our marketing agencies to update and modify the current messaging for direct phone contact calls
 - i. Open/Approve additional states for the direct contact marketers to begin contacting
 - c. Review and identify all past customers who could qualify to use this agreement and renew contact with specific messages relating to the new offering
 - i. Plan to request referrals from existing customers for those in their areas that could benefit from the contract
 - d. Train all internal sales staff on the details of the agreement and how to integrate into the sales message for public entities who would be able to use this contract
 - e. Do internal accounting system updates to meet monthly reporting requirements and administration fees payments
 - f. Review current stocks of parts and supplies to ensure adequate amounts are on hand
78. Describe how you intend on train your national and/or regional sales force on the Region 14 ESC agreement.
- a. Most of our sales staff members are familiar with government procurement requirements. Adding this agreement will fit well into our existing solicitation efforts. Many are anticipating this award and using it to go back to past government agency and public education customers that were looking for a procurement vehicle to use for their lighting and electrical needs
 - b. Additional training will be needed to go over website links and information that is required to be made available to the customers in order to participate in this particular solicitation
79. 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.
- a. Yes, we acknowledge
80. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
- \$_4M_ in year one
- \$_7M_ in year two
- \$_10M_ in year three

ADMINISTRATION

81. 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).
- a. Cooperative Education Services (CES)
 - i. Gustavo Rossell (Procurement Manager)- 505-344-9343 ext. 117
82. Describe the capacity of your company to report monthly sales through this agreement.
- a. We can provide monthly accounts reporting as required as part of our monthly accounting process
83. 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.
- a. We can provide any monthly reporting required as part of our existing monthly accounting processes
84. 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.
- a. We will consider, but feel that we may be able to respond better to this question after using the solicitation for a short time.

Green Initiatives

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

85. Please provide your company's environmental policy and/or green initiative.
- a. We provide solar solutions as part of our offerings and have capabilities in other renewable energies. We are a full-scale energy conservation company that also recognizes the need for reducing the carbon footprint and increased energy conservation
 - b. In most cases, we mandate the recycling of fluorescent lamps through certified disposal facilities

Vendor Certifications (if applicable)

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

Tab 5 – Products and Services

Attached below is the line of illumination devices including fluorescent, halogen, and LED bulbs and tubes, and ballasts that we propose.

- See products list attached to this section

We can provide the following services. Please note that pricing statements are in the descriptions below

- Lighting Distribution
 - We provide a wide variety of serviced related to lighting projects from retrofit to new installs. Depending on lighting level requirements and desired photometric design layouts we meet with the customer to custom design the desired results. We have included most of the products in our pricing list that would allow for most variable solutions related to lighting.
- Electrical Contracting
 - Past experience includes installation of new transformers, conduit, pulling new wire, upgrading service panels and troubleshooting electrical problems for customers. Costs can be covered under our labor based pricing proposed in this offering in tab 7. We use a Master Electrician that can act under our engineer's direction and design layouts.
- Energy Auditing (in relation to lighting)
 - Our Standard policy is to offer to do an Investment Grade Audit on Lighting with no charge to the customer in most cases. For some larger projects we will enter into an Audit Agreement which would stipulate that there would be a fee if we did not move forward with the project. That would be established at an agreed upon hourly rate again factored in to one of the hourly rate structures
- Retrofit Services
 - In lighting retrofit projects several options should be considered with the customer. Since the lighting technology has changed considerable over the last few years, it's important to review the pros and cons of using different technologies. Moving from Fluorescents to LED has many variables that may have an impact on the simple payback of the project. Our team is equipped to be able to make options available to the customer that will utilize the format of price included in this RFP.
- Controls Integration
 - We offer variable controls that include dimming and color temperature capabilities. We offer the audit with no charge and the labor pricing is included in our response. The only thing not cover under this RFP response is the material cost for controls because that has to be evaluated on a project by project basis

Tab 8 – Value Added Products and Services

Executive Summary

- ◆ Describe the product and/or service in an outline format
 - Comprehensive Energy Audits and Project Fulfillment
 - We provide comprehensive investment grade energy audits to assess the multiple areas where energy conservation measures can positively impact an organization's energy usage and costs. This is a holistic review and includes HVAC, Solar, lighting, CHP, etc. Costs for this audit will be waived upon acceptance of an energy reduction proposal/project which we can fulfill upon request.
- ◆ Describe the value to participating agencies
 - Participating Agencies will be able to tackle more than just lighting projects. They will be able to make educated decisions about proceeding with energy projects based on a holistic view.
- ◆ Describe the value to NCPA
 - Most of our opportunities for sales for lighting and electrical will come from an investment grade energy audit which always includes a lighting proposal. Those who engage us for a look at their complete energy signature and opportunities to holistically reduce energy usage and costs will be able to use this contract for the lighting procurement. We find that
- ◆ Describe how your company would market this product and/or service through this contract
 - Many of our projects start with a lighting audit, but when participants learn of our other capabilities, they frequently request a comprehensive energy audit. We intend to market our lighting and comprehensive energy audits through our website and our call center.
- ◆ Provide an anticipated size of the market for this product and/or service in the public arena
 - Our experience in the past couple of years is that most schools and local government entities are hungry to comply with energy conservation mandates. We expect that over 70% of our customers will request this service

Detail Description

- ◆ Where is the service performed?
 - These services are performed at the participant's locations.
- ◆ Who performs the service and what is their expertise?
 - The Audits are conducted by our experienced team of Lighting, HVAC, Solar, and Building Envelope auditors who have all be in their respective fields for a

minimum of 5 years. Some savings calculations require an engineer for verification.

- ◆ Provide references
 - Refer to references provided in tab 6
- ◆ Provide case studies
- ◆ Provide any pricing that is different than the pricing in Appendix C in this solicitation.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ 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: AZ Insulation & Energy Solutions dba TruLite

Print Name: Joseph L. Papa

Address: 7205 E. Southern Ave, Suite 120

City, State, Zip: Mesa, AZ 85209

Authorized signature: Joseph L. Papa

Date: 15 Nov. 2019

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 statues 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

12-13-19

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: AZ Insulation & Energy Solutions dba TruLite

Address: 7205 E. Southern Ave, Suite 120

City/State/Zip: Mesa, AZ 85209


Telephone No.: 602.568.1356

Fax No.: None

Email Address: joe@az-insulation.com

Printed name: Joseph Papa

Position with company: Partner/Dir. Of Sales

Authorized Signature: 

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grantsupport.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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>