



CITY OF OVIEDO FLORIDA

400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765

407-971-5555 • WWW.CITYOFOVIEDO.NET

Coolsys, Inc. & its Subsidiaries, Piggyback Contract 02-87, to provide HVAC Equipment, Installation, Repair / Maintenance Services and Related Products

The City of Oviedo ("City") enters this "Piggyback" Contract (this "Contract") with **Coolsys, Inc. & its Subsidiaries, a Florida corporation** (hereinafter referred to as the "Vendor"), whose principal address **145 S. State College Blvd., Suite 200, Brea, CA 92821**, under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

(1). The Purchasing Policy for the City of Oviedo allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with the government of **National Cooperative Purchasing Alliance**, said contract being identified as **02-87**, as may have been amended, in order for the Vendor to provide **HVAC Equipment, Installation, Repair / Maintenance Services, and Related Products, under Resolution #4064-21**, relating to the City's various projects (said original contract being referred to as the "original government contract").

(2). The original government contract documents are incorporated herein by reference and is attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with the Vendor in accordance with City policies and procedures for particular goods and services.

(3). Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:

(a). Time Period ("Term") of this Contract: N/A

(b). Insurance Requirements of this Contract: **Insurance lines and limits to be reviewed and approved by Risk Management.** Vendor will provide Certificate of Insurance generated by and executed by licensed insurance broker, brokerage or similar licensed insurance professional evidencing coverage and naming the City of Oviedo as a named, additional insured, as well as furnish the CITY with copies of

said insurance policies, declaration and endorsements which shall be provided to the City with all Work Orders issued.

If the contractor maintains broader coverage and/or higher limits than provided for under the contract, the City of Oviedo shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the limits specified in the bid and/or contract shall be available to the City.

(c). Any other provisions of the original government contract that will be modified: (state N/A if this is not applicable). N/A.

(d). Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that it shall send invoices to the attention of Accounts Payable, at: City of Oviedo, 400 Alexandria Boulevard, Oviedo, Florida 32765. The Vendor also agrees that it shall send notices, and all other communication, to the City Manager's designated representative for this Contract: **Dru D. Boulware; Recreation & Parks Director, City of Oviedo, Florida; 400 Alexandria Boulevard, Oviedo, Florida 32765, telephone number (407) 971-5562, and whose e-mail address is dboulware@Cityofoviedo.net.**

(e). Notwithstanding anything in the original government contract to the contrary, the venue of any dispute regarding any provisions of this Contract will be in Seminole County, Florida. Litigation between the parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The law of Florida shall control any dispute between the parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

(f). Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

(g). All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.

(h). Vendor understands that Florida Statutes, Chapter 119 – Public Records shall be applicable to this Piggyback Contract and acknowledges review of, and adherence to, the following disclosures from City:

(I). IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, BARBARA BARBOUR, MMC, CITY CLERK, CITY OF OVIEDO, CITY HALL, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, BBARBOUR@CITYOFOVIEDO.NET.

(II). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the Vendor must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(III). If the Vendor does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

(IV). Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

(i). All other provisions in the original government contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

The **Effective Date** of this Contract shall be the date of execution by, or on behalf of, the City of Oviedo, Florida.

CITY OF OVIEDO, FLORIDA,

ATTEST: _____

By: _____
Megan Sladek, Mayor

Date: _____

(Print Name of Individual Attesting)
(Print Title)

Approved as to form and legal sufficiency.



David W. Hall, Assistant City Attorney

WITNESSES:

Coolsys, Inc. & its Subsidiaries

(Name)

President

(Name)

By: _____
Mike Ochoa, Executive Vice

Date: _____

Reviewed by:

Purchasing:

Date: 4/12/2021

Risk Management:

Date: 4/12/2021

Coolsys, Inc. & its Subsidiaries, Piggyback Contract 02-87, to provide HVAC Equipment, Installation, Repair / Maintenance Services and Related Products

Resolution: #4064-21



Exhibit A

145 South State College Boulevard, Suite 200 Brea, CA 92821
714-510-9500



Tab 1 – Master Agreement General Terms and Conditions

Customer Support

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

Disclosures

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

Renewal of Contract

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional five (5) years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within the written estimate of delivery time by the vendor to the entity after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. destination.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

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

Adding authorized distributors/dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted to shall include, as a cost of sale to the awarded vendor, the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposals should address each of the following:

Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Availability of replacement parts

Life expectancy of equipment under normal use

Detailed information as to proposed return policy on all equipment

All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

Audit rights

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

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

Indemnity

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

Licenses and Duty to keep current licenses

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

Franchise Tax

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

Supplemental Agreements

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

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days

notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

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

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:

Name, address and telephone number of protester

Original signature of protester or its representative

Identification of the solicitation by RFP number

Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

Force Majeure

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

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United

States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the

settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Prevailing Wage

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

Miscellaneous

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

Cancellation for Non-Performance or Contractor Deficiency

Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.

Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.

Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

Open Records Policy

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

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. 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 two (4) additional one-year terms or any combination of time equally not more than 4 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years

under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Products and Services additions

Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14 ESC.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications / Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and 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)

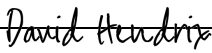
Quality and breadth of value add(s)

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	CoolSys, Inc & its Subsidiaries
Address	145 S State College Blvd Ste 200
City/State/Zip	Brea, CA 92821
Telephone No.	7145109500
Fax No.	
Email address	info@coolsys.com
Printed name	David Hendrix
Position with company	VP, Sales
Authorized signature	<div><div>DocuSigned by:</div><div></div><div>A19C4738D57F4AB...</div></div>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 24, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and CoolSys Inc and its subsidiaries (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 24, 2020, referenced as Contract Number 02-87, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of HVAC Equipment, Installation, Service, & Related Products;

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 NCPA will invoice the vendor based on the total of sale amount(s) reported.

From the invoice the vendor shall pay to NCPA three (3%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

General Provisions

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.


If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

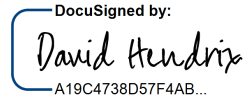
This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder

All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

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

Vendor: CoolSys, Inc., and its Subsidiaries

Name: David Hendrix
 Title: VP Sales
 Address: 145 S. State College Blvd. Ste. 200
 Brea, CA 92821
 Signature: 
 Date: 7-23-2020

NCPA Registered Vendor Quotation Number

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

NCPA Registered Vendor Quotation Number Process

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

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

*** Fill out and submit.**

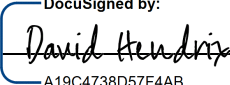
All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.

You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.

If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.

Include the quotation number on all proposals.

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

Date	7-23-2020
RFP Number	17-20
Company Name	CoolSys, Inc and its Subsidiaries
Printed Name	David Hendrix
Signature	<div>DocuSigned by:  A19C4738D57F4AB...</div>

Tab 3 – Vendor Questionnaire

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

States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

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

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

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

☒ American Samoa

☒ Northern Mariana Islands

☒ Federated States of Micronesia

☒ Puerto Rico

☒ Guam

☒ U.S. Virgin Islands

☒ Midway Islands

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

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

Minority / Women Business Enterprise

Respondent Certifies that this firm is a M/WBE

☐

Historically Underutilized Business

Respondent Certifies that this firm is a HUB

☐

Residency

Responding Company's principal place of business is in the city of Brea, State of California

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: Denise Guel Title: Manager, AP

Company: CoolSys Commercial and Industrial Solutions, Inc.

Address: 145 S State College Blvd. Ste 200

City: Brea State: CA

Phone: 714-510-9532 Email: dguel@coolsys.com

Purchase Orders:

Contact: Nicholas Pasqua Title: Deal Desk Manager
Company: CoolSys Commercial and Industrial Solutions, Inc.
Address: 145 S State College Blvd. Ste 200
City: Brea State: CA
Phone: 657-286-8833 Email: npasqua@coolsys.com

Sales and Marketing:

Contact: Taylor Jasin Title: Business Development Manager
Company: CoolSys Commercial and Industrial Solutions, Inc.
Address: 145 S State College Blvd. Ste 200
City: Brea State: CA
Phone: 480-842-6287 Email: tjasin@coolsys.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.

Install ☐ Yes ☒ No

Service ☒ Yes ☐ No

Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☐ No

Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

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. [CoolSys, Inc., and its Subsidiaries.](#)
2. Brief history of your company, including the year it was established.
[CoolSys is the largest independent provider of best-in-class service experiences and solutions for mission-critical refrigeration and HVAC systems, nationwide. Formed in 1996 as Edison Source, a division of Southern California Edison, the company was renamed as Source Refrigeration & HVAC after a management buyout in 2001. Since then the company experienced rapid growth both organically and through a series of strategic acquisitions. In 2017, the corporate brand "CoolSys" was introduced and today, CoolSys is the parent of market-leading refrigeration & HVAC services companies whose broad set of customer solutions and geographic coverage is second to none.](#)
3. Company's Dun & Bradstreet (D&B) number. [96-586-5660](#)
4. Corporate office location. [145 S State College Blvd. Ste 200, Brea, CA 92821](#)
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. [Nationally – 2000](#)
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.

Phoenix, AZ	3701 West Roanoke Ave., Phoenix AZ 85009	Jerry Dilley 602-333-3767 jdilley@coolsys.com
Fullerton, CA	4275 North Palm St, Fullerton, CA 92835	Ron Johnson 714-578-2433 rjohnson@coolsys.com
Reno, NV	1350 Freeport, Sparks NV 89431	Doug Wolfe 775-996-5691 dwolfe@coolsys.com
Albuquerque, NM	3700 Osuna Road NE, Ste 604,605, Albuquerque, NM 87125	John Hyman 505-353-1622 jhyman@coolsys.com
Houston, TX	15800 International Plaza Drive, Houston, TX 77032	Ronald Porter 281-541-2336 rporter@coolsys.com

Jacksonville, FL	7110 Davis Creek Rd., Jacksonville, FL 32256	Deane Ellis 904-486-3904 dellis@coolsys.com
Atlanta, GA	3400 Corporate Way Ste H, Duluth, GA 30096	John Maryman 404-213-4126 jmaryman@coolsys.com
Oklahoma City, OK	2550 West Reno, Ste 102, Oklahoma City, OK 73107	Jacob Sauerby 405-651-7864 jsauerby@coolsys.com
Denver, CO	1130 W, 124th Ave, Ste 100, Westminster, CO 80234	Jeremy Colbert 720-360-9829 jcolbert@coolsys.com
Salt Lake City, UT	3695 West 800 South, Salt Lake City, UT 84104	Dustin Holman 801-401-1016 dholman@coolsys.com
Cheyenne, WY	604 West 17th St., Cheyenne, WY	Fred Harlow 307-413-1642 fharlow@coolsys.com
Blackfoot, ID	437 West Highway #26, Blackfoot, ID 83221	Bruce Bachman 208-243-1522 bbachman@coolsys.com
Milwaukie, OR	5506 Se International Way, Milwaukie OR 97222	Corey Kastama 503-496-7307 ckastama@coolsys.com
Seattle, WA	1524 45th Street East, Sumner, WA 98390	Jeremy Daniel 253-750-3642 jdaniel@coolsys.com

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- a. Sales - Taylor Jasin tjasin@coolsys.com
- b. Sales Support -
- c. Marketing - Jeanne Ackerman jackerman@coolsys.com
- d. Financial Reporting - Richard Burns rburns@coolsys.com
- e. Executive Support

8. Define your standard terms of payment. Net 30

9. Who is your competition in the public marketplace? Hussmann, Hill Phoenix

10. Overall annual sales for last three (3) years;

2019 - \$450,000,000
2018 - \$370,241,000
2017 - \$283,323,000

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2017, 2018, 2019. <\$1mm per year

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

As a provider of mission critical refrigeration and HVAC service and installation, we believe we have a special fit in this market. We are investing in dedicated sales resources for this sector and using our vast field team to generate leads across the country. We have always performed this work but as it come to us, rather than seeking it out.

13. What differentiates your company from your competitors?

Footprint, response time, breadth of services, and training program. We are quickly approaching a nationwide footprint of self-performing technicians. We are accomplishing this by purchasing best in class companies across the country, companies that look like us, with a core of refrigeration and/or mission critical HVAC. Many HVAC contractors can repair equipment but lack the sense of urgency that comes from working on mission critical equipment. A hot cell tower is not a situation we can push, our business model is designed to respond to the large majority of our calls on the day we receive the work order.

From an installation perspective this also translates into on-time project delivery. We have taken what we have learned from a very demanding customer base and are using those skills with a wider range of customer segments. When our customer plans a grand opening of a site, not being ready is not an option. We do what is needed to complete the work on time.

Our companies can support our customers throughout the entire lifecycle, Design Engineering, New Site Installation, Ongoing Service and Maintenance, Energy optimization and Recommissioning, Remodel Design and Remodel Installation; cradle to grave.

Finally, our training program. We have an internally developed training program that has been proven effective for over 25 years. It is a mix of classroom, training center, and in field training that over a number of years provides an 8-level career path for our employees to grow, develop, and advance.

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

At Coolsys we take quality control very seriously, in order maintain long term partnerships with our customers we make this a top priority. On the service side of our business we send follow up service notes with a detailed description including pictures after each service call. This insures that after each service call the customer is fully aware of what work was performed and what the technician discovered on site. This allows us to provide the customer with up to date information regarding their systems, allowing them to plan and be proactive based on real time data. By providing accurate up to date information we can help lower the operating costs associated with our customer's systems as well as extending the life cycle of the equipment. We also conduct customer surveys throughout the year to get feedback. Based on the feedback received we will make an action plan to address any issues that arise from the results. This quality service measure creates a strong partnership with our customers with us treating their business like it is our own.

For the install side we provide project updates to the customer from project conception to project completion. We track all progress through internal systems that can provide real time updates to the customer on the project's status. Our vast history of industry experience allows us to be a trusted partner for completing projects on time and within budget. We ensure our projects are completed to the highest quality, by having experienced construction supervisors heavily involved in every project. Upon project completion we send project summary information to

inform our customer of the status of completion and then get them to sign off on the work that has been performed.

At CoolSys we are always looking to improve in every aspect of our business. We have a large state of the art training facility located in Fullerton, CA. We send our team of technicians to in order to help further develop them professionally. We have an 8-tiered system that our technicians can develop through starting at level 1 and ending at level 8. We are committed to operating with a high-quality labor force. This ensures our customers are receiving best in class service and installation from CoolSys and further solidifies our long-term partnerships.

15. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization. [No](#)
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. [See Case Study in Appendix](#)

PRODUCTS: We are a service organization and agnostic to any specific brand or manufacturer.

17. What is the reputation of your company's products in the public marketplace? N/A
18. Indicate your company's ability to provide temporary cooling when needed. N/A
19. What equipment/system support documents will your company provide? N/A
20. Identify the process of receiving a purchase order to the ordering of equipment. N/A
21. Describe your company's shipping schedule notification procedures. N/A
22. Describe how your company deals with shipping delays. How do you notify your customer of delays? N/A
23. Provide your shipping schedule reporting form. How many times do you update? N/A
24. How many products do you stock? Where? N/A
25. What is your percentage of on-time delivery at each manufacturing plant? N/A
26. Describe any direct order entry system or capabilities your organization has such as internet capabilities. N/A
27. Are all HVAC units UL listed and in compliance with all applicable codes in all states? N/A
28. If your product is defective, what is the replacement process and turnaround? N/A
29. What is the capability of your company to respond to emergency/rush orders? N/A
30. State whether your company provides a quality guarantee on your products. If so, please describe. N/A
31. Describe your procedures to monitor the quality of your products. N/A
32. Do you offer extended parts and labor warranties? If yes, state length of warranty. N/A
33. Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties. N/A
34. What is your standard warranty on Building Automation Controls? N/A

35. What is your standard warranty on replacement parts? N/A
36. How does your company track warranties and update equipment lists/warranty periods as units or components are replaced? N/A
37. What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states? N/A

SERVICES:

38. Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
- The majority of the company uses a central company owned call center. Our call center and dispatch teams are staffed 24/7/365. We also have regional dispatch centers that operate with regional teams during business hours but roll to our central team on nights and weekends. Our telecom system has allowed us to adapt to changing situations with Covid-19 and today most of our dispatch and call center teams work remotely but on a unified system.
- The exception is some new acquisitions, about 25% of our volume, that use contract call centers for after-hours support. Long term vision is that we continue to consolidate.
39. Describe how your company handles after-hours customer service needs indicate your average response time to emergency service calls. Our after-hours is staffed with teams trained in our business that understand the urgency and communication needs of after-hours work. The process for our customers never changes, we accept work via email or the phone, anytime. We have teams of on-call technicians who are scheduled to be available and support emergency customer needs. We staff to meet our 4-hour response time.
40. Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution. During standard business hours, we utilize an intelligent dispatch routing software allowing us to optimize the productivity of our field workforce. The system continuously analyzes real-time data, considering a huge number of parameters including the technicians home location, job location, traffic, technician availability and skillset all while factoring in the customer SLAs relative to each job. This assists us in our ability to achieve SLA compliance as well as select the best technician with the correct skills to work towards delivering the highest first-time resolution as possible.
41. Please describe the quality program(s) within your company which measures your service work.
- We have a number of real time dashboards that help measure and manage a number of key metrics. Driving first time fix rates, call completion, as well as potential problem indicators like sites with high call volume or high refrigerant use.
42. List your company's standard scope of work performed for preventative maintenance visits.
- SOW's attached in appendix

43. List the dollar volume your company completes nationally (or regionally if you responded as such) in HVAC maintenance annually. \$40 mm Est.

44. Describe your call center organization.

The call center is a key component of the operations and as such, reports into that organization. We have a team of 25 call center employees with additional temporary resources added for the summer surge. The Call Center Manager is responsible for the team and is the business unit owner of the call center systems. That position reports into our Director of Customer Success who reports into our VP of Operations.

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

Yes, for the 13 western states and Georgia and Florida we are fully supported. Five independent regional call centers that roll to afterhours service centers support WI, VA, PA, NY, RI, MA, and CT.

46. Describe how service call problems get escalated in emergency situations during and after hours. Who would be responsible in your company for assessing the appropriate course of action to remedy the problem? The after-hours team is experienced and is the first line of defense and will dispatch calls. In the event they need to escalate, on-call leads are on duty to assist with making sure the issue are resolved. Service Managers are also assigned an on-call rotation so that further escalation is possible. Regional Directors and General Managers are also in the line of escalation but typically would only be involved in matters of safety and/or acts of god.

47. List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.

48. What technology such as GPS tracking does your company use to track completion of repairs?

All trucks are tracked via GPS and that is integrated with our dispatching software. All of our technicians provide real time updates via their handheld devices and in many cases, we integrate with customer systems to provide real time updates to customers on the status of the call. This transparency alleviates overhead for our customers and our call center.

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

CoolSys, Inc, is a recognized leader in the industry. Today only a very small percentage of our work is in the public sector. We are the largest refrigeration/HVAC service provider for a number of the leading grocery, and big box retailers. While grocery was where we started, we also have strong ties to mission critical refrigeration and HVAC in the telecom, medical, light industrial and food processing sectors. Our technical expertise is well known. Many customers rely on our team to solve problems, even well outside our footprint. We anticipate that our success in these industries will translate to the public marketplace.

50. How does your company spread the cost of a Preventative Maintenance contract over the entire year? Contracts are designed to suit individual customer needs. Our preference is to invoice after each event at a flat amount each visit. If two major and two minor PM's were scoped, we would determine the annual amount and invoice 25% each visit. Monthly PM's would be 1/12th of the annual total. We have structured PM's and invoicing to happen independently, we visit quarterly but bill monthly, not preferred but possible.
51. Identify the process of receiving a purchase order to the providing of a service contract.
52. List your company's current capabilities for energy management system monitoring. Discuss the process involved when resolving a problem associated with an HVAC unit or system where an energy management system is installed. We have a pilot program in place where we receive alarms for one customer. We have the ability to log into the customers system to troubleshoot the problem and provide information to the customer via text, to determine if they would like us to dispatch a technician. While we hope to expand this offering, our current process needs to be improved before we can expand.
53. List the number of sites your company currently monitors Energy Management Systems (EMS).
Paid Monitoring - Grocery Outlet (National –500 Locations)
Service Connectivity for better Dispatch internally (review, assess calls) –
Safeway/Albertsons (SoCal - 130), Kroger (SoCal-100)
54. List your company capabilities regarding system changes and repairs to EMS systems.
Our technicians are trained in EMS controls for refrigeration and HVAC. Some of the common systems are Control, Danfoss, E2, Allen Bradley, Honeywell, Distech Controls, etc. The technicians capabilities include using the systems to troubleshoot problems, adjust setpoints, optimize for energy savings, as well as full programming.
55. List the reporting capabilities your company has for EMS system parameters.
We do not provide this service today
56. Does your company maintain and repair/replace EMS in-house (self-perform) including monitoring, alarm resolution, repairs and adjustments?
We do. We receive the alarm, assess, recommend, Dispatch, and Repair/Adjustments (in the field). We do at times make system adjustments in the program if required, but in most cases best practice is to do this onsite to ensure mechanically the changes are consistent with the equipment operation for a critical environment. For HVAC this can be done more frequently for set point changes and such.

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

Depending on the equipment, system inputs will be evaluated to help better assess the situation.

Lighting – If there is voltage and light level sensors, we will evaluate requirements vs actual. Identify if adjustments can be made remotely and do so if available. If not, we will proceed to temporary solution, like bypassing lights on or off, until a service tech arrives for onsite repairs.

HVAC – If there is voltage, airflow, and temperature sensors installed we will evaluate temperature requirements of the space the unit is servicing. We will evaluate return and supply temperatures to further identify if we have component failure or setting adjustments that need addressed.

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

We use a multiphase process to ensure a comprehensive startup and final checkout of the equipment. All of our engineered drawings, sequences of operation, and submittals are performed in-house. We do a point-to-point functionality test on all devices before they are deployed in the field. Our startup team checks in on the project during key milestones to maintain the integrity of the initial design and streamline the final checkout.

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

Depending on the agreements put into place we warranty our installation work through our service organization. We have found this provides the quickest response. We are responsible for any workmanship issues for the agreed to term and will manage manufacturer warranty for equipment we supplied.

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

Our systems analysis of mechanical and lighting equipment is driven from understanding equipment design and installation best practices. With our strong engineering foundation, we can determine if the equipment is capable of meeting the needs of the building and identify if solutions are required solutions. Once we determine the equipment is properly designed and installed, then we work through any other issues that we discover or are shared with us by the building owner during development meetings.

61. Discuss your company's current computer systems architecture. How do your company's computer system guarantee customers receive consistent service support, HVAC responsibility verification, and management reporting? The majority of the company is on enterprise software with a SQL backend. We utilize Dynamics for financials with Key2Act as service and job cost modules with a fair amount of custom applications to make us more efficient. We are in the process of moving to IFS across the board so that we can continue to grow and support our customers. This is a major undertaking and will happen over the span of a couple of year. IFS is best in class global platform for service and installation companies.

62. 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?

We rely on dashboards and reporting. We want our customers to get costs timely and we want to be paid. Our incentives are aligned.

63. Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld. N/A
64. Is warranty coverage dependent on using your start-up procedure?
It is not. Our warranty coverage and price will be dependent on the systems installed and contractual obligations.
65. Who performs your start-up procedure?
Experienced journeyman technicians with controls experience.
66. List the total dollar volume your company completes in HVAC retrofits annually.
Not easily measured.
67. List the other functions your company can provide regarding unit replacement to offer a turnkey project (ex. electrical, sheet metal work, EMS system connection and programming, etc.)
1. ☐ Subcontractor – Sheet metal fabrication and some electrical.
2. ☐ Self-Perform – Duct and sheet metal installation, Some electrical, EMS connection and programming
68. Explain how your company would propose a planned unit replacement program including how units would be identified for replacement and how pricing would be addressed.
We look at several factors that determine which equipment is the best candidate for replacement. Look and end of useful life and cross-referenced against major repairs for that unit to generate a 1 to 10 health score. Also, we take into account any design requirements that the current equipment cannot maintain or renovations that took place that exceeded the initial design specifications for the equipment. We use the score to rank the equipment and to help the customer understand the replacement program.
69. Describe what project scheduling tools your company use to track projects during construction.
We use cloud-based Gant-chart based project tracking software to forecast and track our project milestones. We provide our installation teams with tablets to upload real-time information and the current status of the project for real-time coordination.
70. How does your company make the proper equipment selection on a turnkey or energy retrofit contract project?
It starts with understanding what the customer wants as an outcome of the project. We spent a lot of upfront time understanding what our clients need. We set up a team with expertise that covers the full lifecycle of the project. We will use a collaborative process where we might have engineers, sustainability, estimating, operations, and installation all meeting together to design the outcome the client wants. We have the internal resources to go from conceptual idea to complete the install of a project.

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

We assign a project manager for each project or multiple projects under one program. Each site and its associated plans, scope of work, and site requirements are discussed and reviewed. Identification of additional services such as cranes, lifts, structural changes, etc to understand the city requirements required for each project. Our PM would pull permits and inspections based on the requirements.

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

Our company's engineering design quality control program centers around the following:

1. ☐ Quality control is a culture of doing business and must be something that all team members believe in. Errors cannot all be caught at the end of a project through a single person's review, and therefore, true quality control relies on a strong belief in delivering quality design plans and specifications on every project.
2. ☐ Our QC process starts by gaining a deep understanding of each project's individual requirements and then setting project specific milestones at which to review the project design basis and documents.
3. ☐ We hold initial, progress, and final QC reviews for all projects where both the project team and "cold-eyes" staff that are not involved in the specific project review the deliverables to ensure that good engineering practices, code requirements, and client goals are all being addressed.
4. ☐ QC reviews include review of engineering design basis inputs, technical calculations, notes and specifications text, and graphical representation of designs on drawings.
5. ☐ Ultimately, the Project Manager and Engineer of Record are accountable for a specific project with each individual designer being responsible for day-to-day quality of his or her own deliverables.
6. ☐ No project is issued to a client, filed for permit, or issued for construction without going through this process.

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

1. ☐ All turnkey and energy retrofit projects begin by sitting down and understanding what the true goals of the project are. This typically includes reading through all project design basis documents provided by the Owner as well as meeting with the project Owner to discuss the project goals and specifics.
2. ☐ The project requirements are then considered by the engineering team so that efficient, low life-cycle cost, sustainable solutions can be proposed as design options.
3. ☐ Design concepts are reviewed with project stakeholders so that a final direction can be determined either based on presentation of multiple options or through discussion of the pros and cons as well as cost/benefit analysis of the different considerable options.
4. ☐ Following landing on a design direction, design documents are prepared that culminate in a fileable and constructible set of design plans and specifications that can be used by the construction team to install and startup the project.
5. ☐ Following construction, we are available to assist with Commissioning and startup activities to ensure that the project is operating per design in the most efficient way possible.

74. Describe your company's construction management plan.

75. What is your standard warranty on installation?

Typically 90 days unless other terms are negotiated. Manufacture warranties are upheld

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

Our standard warranty is in line with industry best practices for providing the client an installation they can have confidence in for the duration of the equipment's life.

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

78. State whether your company provides a quality guarantee on your service. If so, please describe.

We stand by our service and do not charge for confirmed service calls due to a failure to resolve a failure in workmanship in our normal servicing contracts. Our warranties can be customized to cover all service maintenance for an extended period of time or multi-year contractual maintenance agreements

79. What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states? State specific pricing has been provided where we currently work. These rates would be honored as long as the sites were within our service areas.

SAFETY:

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

CoolSys initially trains and has annual refresher Safety training for all technicians. All Technicians are required to follow Company policies and OSHA regulations. All accidents are investigated and root cause developed with corrective actions to be taken. PPE is issued to all technicians and required to be used. There is a safety policy discipline matrix to address non-compliance. Unannounced field audits from safety are used to ensure compliance.

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

CoolSys initially trains and has annual refresher Safety training for all technicians. Construction technicians get a weekly tailgate topic course. All Technicians are required to follow Company policies and OSHA regulations. All accidents are investigated and root cause developed with corrective actions to be taken. PPE is issued to all technicians and required to be used. There is a safety policy discipline matrix to address non-compliance. Unannounced field audits from safety are used to ensure compliance.

82. Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record. Our company EMR rate is 1.12

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

MARKETING/ SALES

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

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated NCPA and Region 14 ESC internet web-based homepage with:
 - i. NCPA and Region 14 ESC Logo
 - ii. Link to NCPA and Region 14 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any
 - v. amendments, marketing materials

Upon award of the contract CoolSys will be rolling out a marketing effort utilizing multiple platforms. With the main goal being getting the news of the award to our valued customers. With our national presence the partnership with NCPA will allow our award to be celebrated coast to coast.

The marketing plan will consist of the following:

- ☐ Co-branded announcement letter that will be featured on our social media platforms as well as being distributed in a newsletter company wide.
- ☐ Co-branded announcement letter distributed to the national sales team to share on their LinkedIn's and with their customers
- ☐ Co-branded Sales fliers to pass out at different trades shows and networking events
- ☐ Sales support training with marketing material to help educate our customer base on the benefits of utilizing the NCPA agreement

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

Upon award of this contract it will be imperative to get our internal team trained and well versed in the benefits and processes to successfully utilize the NCPA agreement. Our national sales and marketing team can then educate and inform our current and future customers on the benefits of the NCPA agreement. Our marketing department will create sales fliers highlighting the benefits of the agreement. This will allow our sales team to have easy access to the information and can hold one on one trainings with customers as well as incorporate the fliers into digital marketing campaigns. Our industry expertise helps us create lasting partnerships with our customer base. The NCPA agreement will be another asset we can offer our public sector customer base to help continue a successful partnership.

The key benefits to be highlighted in the marketing flier will be:

- ☐ Free membership to public sector customers
- ☐ Streamline buying process for public sector customer
- ☐ Mitigates additional costs associated with RFP's (specs, review, time)
- ☐ Highlights of NCPA's due diligence on vetting CoolSys before awarding us the agreement

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

Upon award CoolSys will execute the plans laid out in #84 and #85 to market to existing government customers. In addition, CoolSys will look for training and education opportunities, we are members of various organizations across the country that help push our industries forward. At organization events and tradeshows, we will be able to highlight how we intend to utilize our partnership with NCPA to benefit our public sector customers.

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

Upon award of the contract CoolSys will execute our plan of making the announcement to our customers and internal team. We will then focus on educating our team members on process and benefits of the NCPA agreement. This will include but not limited to executive team, sales team, administrative team, marketing team, finance team, HR team, operations team, and safety team. With the entire company being aware of the agreement it will ensure that we utilize this award to its fullest potential. After our team members are well versed in both the benefits and processes of the agreement we will then roll out the marketing/sales plan with our national sales team. With the use of the previously mentioned sales/benefit fliers we can educate and inform our customer base nationwide of our new partnership with NCPA. We will be able to utilize our CRM software to track new opportunities created across the country and provide additional support to that opportunity help increase the probability of closing the deal through NCPA. At the 90-day mark we will have a well-informed sales team equipped with supporting marketing material to help ensure confident execution in the market. With entire company being trained on the process it will streamline our overall execution of this agreement. We will successfully have company wide support of this agreement which will ensure we are bringing value to our public sector customers in every aspect of our business.

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

Upon award we will schedule a national sales training to inform and educate the benefits and processes associated with the NCPA agreement. There will be informative demonstrations during the sales training. We will create a digital catalog of the trainings for new sales professionals to access on demand. A roll out of the supporting marketing material will be presented at the training. CoolSys can utilize NCPA's resources to help conduct regional trainings located at our branches. In addition to the national roll-out we will conduct additional follow up trainings during our bi-weekly meetings. This is to ensure we are getting active feedback from our sales team on how the marketing materials and message is being perceived by our customers. This will help ensure that our execution of this agreement is efficient and maximize the probability of success with our sales strategy.

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

CoolSys will provide a logo to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

90. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ 500,000.00	in year one
\$ 1,000,000.00	in year two
\$ 1,250,000.00	in year three

ADMINISTRATION

91. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s). Grocery Outlet is a chain where each site is owned by independent owner/operators making their own buying decisions. While today the decisions are made centrally, for years we were one of the contractors recommended by the corporate team and built our presence to be their largest refrigeration vendor.

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

Our reporting capabilities are robust, even the acquisition company data is being pulled into our data warehouse. As long as the parameters of the report are identified, we can report on any frequency needed.

93. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency. With defined parameters we could provide consolidated billing for the entities in each system. Today, the acquisition companies are in stand-alone systems, so consolidation would be limited to each organization. System consolidation is planned to resume in 2021.

94. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies. In addition to our service and installation offering we have a full engineering business and a company focused on energy services. Leveraging the full set of capabilities can lead to reduced cost and improved performance. We have also found a great deal of benefit working closely with customers to integrate our systems to provide real time data and reduce administrative costs for both parties.

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.

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

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Sustainability Position Statement

At CoolSys it is our mission to keep our environmental consciousness high and our carbon footprint low. We understand the nature of our business and the impact on our communities, our customers, and the environment. Our commitment to our customers, our employees and our planet serves as an integral part of our sustainability mission.

CoolSys has a history of commitment to sustainability. Our companies were among the first in North America to install an ammonia over CO₂ system in a Grocery Store. Our teams recently designed, built and installed the largest CO₂ transcritical system in North America. CoolSys is a founding member of the North American Sustainable Refrigeration Council, a nonprofit group focused on accelerating the use of natural refrigerants in the commercial marketplace.

CoolSys Energy Design and CoolSys Energy Solutions are focused on designing sustainable and energy efficient buildings. They develop innovative engineering solutions that integrate leading edge, sustainable technologies and systems. Our broad range of engineering expertise delivers cost-effective and environmentally intelligent system performance. CoolSys Energy Solutions provides services to identify opportunities to use energy as efficiently as possible, reducing energy usage and enabling our customers to save money.

Our track record of success includes:

- Over ten thousand projects completed
- 20,000+ facilities installed & managed
- \$2.1 billion in accumulative energy cost savings
- Reduced Greenhouse gas emissions equivalent to:
 - 14.5 billion tons of carbon dioxide
 - 2.77 million cars driven per year
 - 3.5 coal fired power plants produce per year
 - Carbon sequestered by 337.8 million tree seedlings grown for 10 years



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Sustainability is incorporated into our daily operating practices. A few of our sustainability programs include:

- Refrigerants recovered and recycled following EPA criteria
- All waste oil recycled
- EPA and Greenchill retrofit, leak prevention and leak tightness guidelines followed when possible
- EPA certified refrigerant technicians
- Employees proactively trained on maintenance of natural refrigeration systems
- Facilities have recycling programs for waste and used parts.
- Advanced state-of-the-art dispatching systems reduce travel to work sites reducing carbon footprint
- EMS capabilities for service call avoidance reducing service calls and travel
- Paperless systems utilized in safety, construction and service areas of our business.
- Employ LEED certified engineers.
- Promote and install the use of water reduction technologies and chemical elimination in condenser wastewater for our customers.
- The CoolSys headquarters office in Brea, CA is in a certified LEED facility that incorporates timers on our lighting systems, HVAC controls that shut down at night and on weekends, energy efficient copiers, e-waste recycling, and water reducing faucets.
- Newest facilities feature LED lighting and more efficient HVAC systems

CoolSys was awarded Contractor of the Year by Accelerate Magazine, a publication dedicated to natural refrigerants.

Vendor Certifications (if applicable)

96. 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.

CoolSys, Inc., and its subsidiaries hold Mechanical licenses across the country, they can be provided as necessary.

Tab 5 – Products and Services

Respondents are requested to provide service forms with detailed description of your service offerings.

Provide the minimum information as listed for your service categories on the following classifications of service:

Startup & Commissioning Services

Define process for validation of system or equipment operation to design

Type (equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate application, control strategy programming, web interfaces)

List key personnel (Self-Perform)

Case studies describing benefits of services – provided in Tab 8 additional available

Service & Maintenance

Type (preventative and full maintenance contracts, annuals, emergency services, regulatory compliance, cleaning (coils and filters), scheduled maintenance (e.g. oil, chemical and vibration analysis) and other)

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

List key personnel (Self-Perform)

Case studies describing benefits of services – provided in Tab 8 additional available

Installation and Turnkey Contracting

Type (retrofit, new construction, energy retrofit, controls new- and upgrade and other)

Define processes for each type install of the system or the equipment - dependent on application

Bonding and licensing capabilities – all bonding options are possible

List key personnel (Self-Perform)

Case studies describing benefits of services – provided in Tab 8 additional available

Energy Services

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

Define processes for each type of energy services

Certifications of personnel

List key personnel (Self-Perform)

Case studies describing benefits of services – provided in Tab 8 additional available

Professional Services

Type (Engineering, Design, Drafting, Project Management, Program Management)
Describe type of each professional service and availability
Licensing and certification capabilities provided in Tab 8
List key personnel (Internal)
Case studies describing benefits of services – provided in Tab 8 additional available

Site Surveys

Type (Equipment, system analysis, operational, architectural and other)
Describe type of survey
Licensing and certification capabilities
Advanced technology uses for each type of survey
List key personnel (Self-Perform)
Case studies describing benefits of services – provided in Tab 8 additional available

Tab 6 – References

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

All references should include the following information from the entity:

- 1) ☐ Jim Degan Janesville School District
608-743-5096
idegan@janesville.k12.wi.us
Revenue \$13,595.25
- 2) ☐ Jason Walker Madison College
608-243-4653
Jwwalker@madisoncollege.edu
Revenue \$26,549.65
- 3) ☐ Tim Fargo Edgewood College
608-663-6910
tfargo@edgewood.edu
Revenue \$28,986.47
- 4) ☐ Bob Zegel St. Vrain School District
303-775-2934
Head of plumbing
Been servicing for 8 months
Refrigeration
Revenue \$40,000
- 5) ☐ Jeff Wasinger 970-301-1352 Weld County School District
We do repairs on anything normal maintenance
Refrigeration, HVAC roof tops, High level screw chillers
Geo-thermal school water source heat pumps
Food service
Revenue \$60,000

☐

- 6) ☐ Tim Hawkins Target
612-307-6198
tim.hawkins@target.com
[\\$20 mm annually](#)
- 7) ☐ Megan Rodriguez Grocery Outlet
510-704-2832
mrodriguez@cfgo.com
[\\$25 mm annually](#)
- 8) ☐ David Sheets Walmart
479-204-0245
David.Sheets@walmart.com
[\\$16 mm annually](#)
- 9) ☐ Rodney Kirk Sprouts
480-814-8017
RodneyKirk@sprouts.com
[\\$6 mm annually](#)
- 10) ☐ Rick Stevens Century Link
602-716-3313
rick.stevens@centurylink.com
[\\$10 mm annually](#)

Tab 7 – Pricing

Please submit price list electronically via our online Bonfire portal. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Not To Exceed Pricing

NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity. The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.

NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Equipment Pricing

Provide a Discounts Off Catalog/Price List Matrix of the product classifications listed in the Scope Section and Products/Services Section of this RFP. The responder shall also offer maximum markup on any material not designated equipment or services and deem this as "miscellaneous material".

Any special discounts due to stocking or faster ship items that have higher list price adjustments or different discounts shall be listed separately.

HVAC Refrigeration

Indoor Air Quality Products and Devices

Unitary

Air handling

Air Terminal Devices and Heating

DDC Controls

Cooling Towers

Pumps

Invertors

Boilers & Water Heaters

HVAC Specialty Products

Equipment Parts and Supplies

Other equipment not listed

Miscellaneous Material

Labor Based Pricing

Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor rates shall be fully burdened and will be set for regular working hours (offeror shall describe these hours). Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's

labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. A per diem and over-time hours shall be set at a certain rate. The classification definitions shall be described in this RFP. Additionally, the hours for each task in a scope of work shall **USE** a benchmark against an established data set (e.g.; RS Means, SierraWest

or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RS Means, SierraWest or others) city cost index by ***each respondent's office(s)***, territories or district(s) to determine effectiveness of providing these tasks. Additionally a formula shall be established to adjust labor rates on a yearly basis.

If Respondent does not chose to include a specific labor classification simply mark the line item as "NA". Awarded vendors will then be required to apply for approval from Region 14 ESC prior to using an item marked "NA".

Service Labor Billing Rates

Effective Date - <u>January</u> /2020	CA WA OR MI	Seattle & SF Bay Area	AZ, CO, ID, MT, NV, NM, UT, WY, TX, OK, GA, FL, NC	CT, MD, MA, NH, NJ, NY, PA, RI, VA, WI,
CLASSIFICATION	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Office/District Description				
Drafting	N/A	N/A	N/A	N/A
Electricians	N/A	N/A	N/A	N/A
Engineering Design	N/A	N/A	N/A	N/A
Energy Engineer	N/A	N/A	N/A	N/A
HVAC Commercial A/C technician	\$ 113.00	\$ 145.00	\$ 97.00	\$ 102.00
HVAC Light Commercial	\$ 113.00	\$ 145.00	\$ 97.00	\$ 102.00
HVAC Helper	\$ 113.00	\$ 145.00	\$ 97.00	\$ 102.00
HVAC Field Supervisor	\$ 113.00	\$ 145.00	\$ 97.00	\$ 102.00
HVAC Refrigeration technician	\$ 113.00	\$ 145.00	\$ 97.00	\$ 102.00
HVAC Duct installer	\$ 113.00	\$ 145.00	\$ 97.00	\$ 102.00
HVAC Filter technician	\$ 113.00	\$ 145.00	\$ 97.00	\$ 102.00
HVAC Building Automation Tech	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00
Pipefitters	N/A	N/A	N/A	N/A
Plumbers	N/A	N/A	N/A	N/A
Project Manager	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Project Administrator	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Project Engineering	N/A	N/A	N/A	N/A
Refrigeration Technician	\$ 113.00	\$ 145.00	\$ 97.00	\$ 102.00
Refrigeration Supervisor	\$ 113.00	\$ 145.00	\$ 97.00	\$ 102.00
Sheet Metal Workers	N/A	N/A	N/A	N/A
Miscellaneous Material Margins	45%	45%	45%	45%
Labor Coefficient	To be Filled	To be Filled	To be Filled	To be Filled

- ❑ Travel time is billed at the corresponding labor rate. Option to bill a flat trip charge is available on a case by case basis.
- ❑ ST hours are 7:30 -4 M-F. All other hours and Holidays are billed at 1.5x.

Install Labor Billing Rates

Effective Date - <u>January</u> /2020	CA WA OR	Seattle & SF Bay Area	AZ, CO, ID, MT, NV, NM, UT, WY, TX, OK, GA, FL, NC	CT, MD, MA, NH, NJ, NY, PA, RI, VA, WI, MI	HI/AK
CLASSIFICATION	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Office/District Description					
Drafting	N/A	N/A	N/A	N/A	N/A
Electricians	N/A	N/A	N/A	N/A	N/A
Engineering Design	N/A	N/A	N/A	N/A	N/A
Energy Engineer	N/A	N/A	N/A	N/A	N/A
HVAC Commercial A/C technician	\$ 100.00	\$ 120.00	\$ 85.00	\$ 90.00	\$ 120.00
HVAC Light Commercial	\$ 100.00	\$ 120.00	\$ 85.00	\$ 90.00	\$ 120.00
HVAC Helper	\$ 80.00	\$ 100.00	\$ 65.00	\$ 70.00	\$ 100.00
HVAC Field Supervisor	\$ 150.00	\$ 180.00	\$ 150.00	\$ 150.00	\$ 180.00
HVAC Refrigeration technician	\$ 100.00	\$ 120.00	\$ 85.00	\$ 90.00	\$ 120.00
HVAC Duct installer	\$ 80.00	\$ 100.00	\$ 65.00	\$ 70.00	\$ 100.00
HVAC Filter technician	\$ 80.00	\$ 100.00	\$ 65.00	\$ 70.00	\$ 100.00
HVAC Building Automation Tech	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Pipefitters	\$ 100.00	\$ 120.00	\$ 85.00	\$ 90.00	\$ 120.00
Plumbers	\$ 100.00	\$ 120.00	\$ 85.00	\$ 90.00	\$ 120.00
Project Manager	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Project Administrator	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Project Engineering	N/A	N/A	N/A	N/A	N/A
Refrigeration Technician	\$ 110.00	\$ 130.00	\$ 95.00	\$ 100.00	\$ 130.00
Refrigeration Supervisor	\$ 150.00	\$ 180.00	\$ 150.00	\$ 150.00	\$ 180.00
Sheet Metal Workers	\$ 80.00	\$ 100.00	\$ 65.00	\$ 70.00	\$ 100.00
Miscellaneous Material Margins	25%	25%	25%	25%	25%
Labor Coefficient	To be Filled	To be Filled	To be Filled	To be Filled	To be Filled

NOTES:

1. ALL LABOR RATES ARE BASED ON STANDARD HOURS
2. OVERTIME RATES (AFTERHOURS, SATURDAY): 1.5X STANDARD RATES
3. OVERTIME RATES (SUNDAY, HOLIDAYS): 1.5X STANDARD RATES
4. PER DIEM RATES: \$150 /DAY/PERSON (WHEN REQUIRED) EXCEPT AK & HI \$250 /DAY/PERSON
5. MINIMUM CHARGE OF 1 HOURS FOR ALL OVERTIME WORK
6. RATES WILL BE ADJUSTED ANNUALLY AT RENEWAL DATE BASED ON THE FOLLOWING FORMULA:
 - % field labor adjustment factor change from the previous year 3.5%
 - % material price index change from the previous year 3%
 - % office & operating expense changes from the previous year 2%
7. FINAL APPROVAL UPON NCPA'S DISCRETION.

MISCELLANEOUS MATERIALS

All items not equipment or labor shall be considered miscellaneous material which will have a maximum margin charged. Since scopes of work vary greatly it is difficult to set specific margins without complicating the process which is not in the best interest of all parties.

PRICING COMPLIANCE REVIEW

The awarded vendor will be expected to participate in the NCPA compliance review program that includes pricing verification. The goal is to provide transparency & contract compliance for NCPA & the vendor as a 3rd party independent review.

The process includes a review of the scope of work narrative by line item plus any adjustments such as regional discounts, per diem rate, overtime, etc.

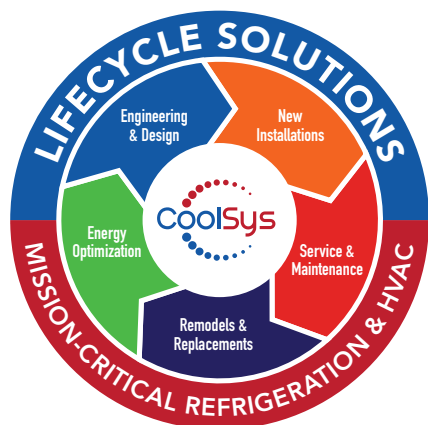
Prior to the selection of the vendors, a more comprehensive discussion will be provided to the vendors for their evaluation.



EXECUTIVE SUMMARY

HISTORY AND OVERVIEW

CoolSys is the largest independent provider of best-in-class service experiences and solutions for mission-critical refrigeration and HVAC systems, nationwide. Formed in 1996 as Edison Source, a division of Edison Enterprises, the company was renamed Source Refrigeration & HVAC after a management buyout in 2001. Since then, the company experienced rapid growth both organically and through a series of strategic acquisitions. In 2017, the corporate brand "CoolSys" was introduced and today, CoolSys is the parent of market-leading refrigeration & HVAC services companies whose broad set of customer solutions and geographic coverage is second to none!

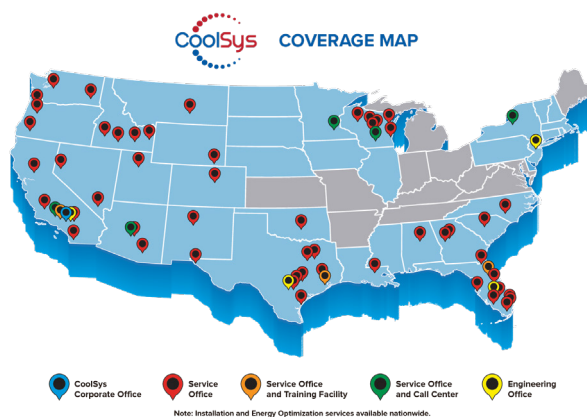


CUSTOMER SOLUTIONS

CoolSys provides our customers with a full-suite of lifecycle solutions. Spanning from engineering and design to installations, equipment upgrades, service, maintenance, and energy reduction, our solutions help our customers manage the total cost of ownership of their mission-critical refrigeration & HVAC systems.

COVERAGE

With 58 field offices, and over 1,760 field-based technicians across 36 states, CoolSys has the most expansive service coverage area in the industry. Our technicians participate in our best-in-class technical training programs delivered through one of our state-of-the-art training facilities in Fullerton, CA, Houston, TX or Jacksonville, FL. Technical competency, extensive training, and deep coverage give our customers 24/7/365 peace of mind.



EXPERIENCE

CoolSys is proud to serve some of the best-known companies in the world across multiple industries. Our blue-chip customers in retail, grocery, telecom, food processing, restaurants, manufacturing, education, cold-storage, pharmaceutical and entertainment trust CoolSys for the design, installation, upgrade, service, maintenance and optimization of their mission-critical refrigeration and HVAC systems.

Tab 8 – Value Added Products and Services



ENGINEERING & DESIGN

Full in-house MEPR engineering & design capabilities, nationwide

NEW INSTALLATIONS

Self-performing new refrigeration and HVAC systems installations, nationwide

SERVICE & MAINTENANCE

Over 1,850 self-performing, highly-trained service technicians for 24/7/365 coverage, nationwide

REMODELS & REPLACEMENTS

Self-performing refrigeration and HVAC system remodels and equipment change outs and upgrades, nationwide

PROGRAM MANAGEMENT

Dedicated Program Management department to manage large-scale, multi-location projects and rollouts, nationwide

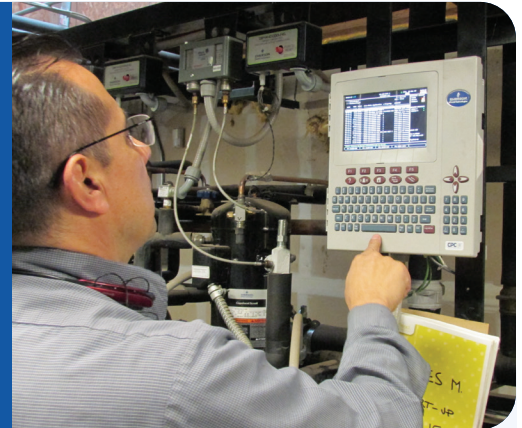
ENERGY SOLUTIONS

A full suite of sustainable, energy-savings solutions for refrigeration & HVAC systems, as well as total lighting solutions, offered nationwide

SERVICE AND MAINTENANCE



Refrigeration and HVAC systems are critical to your business, and proper maintenance is key to protecting this investment. If a system goes down or operates improperly, costs can skyrocket through food or product loss, customer dissatisfaction, unnecessary energy consumption, and safety risks. CoolSys offers peace of mind that your systems will be operating efficiently with little down time.



OUR EXTENSIVE SERVICE OFFERINGS FOR REFRIGERATION AND HVAC INCLUDE:

- › Planned Maintenance Programs
- › Repair & Maintenance Programs, tailored to your needs
- › Emergency Maintenance
- › Refrigerant Leak Detection and Repairs
- › Equipment/Asset Tagging and Tracking
- › Case Cleaning

THE BENEFITS OF COOLSYS SERVICE

Your Single Source

Service and Maintenance Services are available across most of the country, and some areas may be covered by CoolSys Certified Partners, so you always can depend on CoolSys service no matter your location.

24/7/365 Coverage

CoolSys's nationwide team of more than 1,850 expert field technicians are at the ready to respond to your needs any time, day or night, 365 days a year.

Service Contracts

To help our customers manage their service and maintenance costs in a more predictable fashion, CoolSys offers the option of service contracts tailored to your specific needs.

Intelligent Dispatch

With our Intelligent Dispatch system, we send the right technician for your specific problem the first time – ensuring prompt service and minimizing system down time.

Training

We get the job done right! Our state-of-the-art technical training centers ensure our technicians are trained in the latest techniques and technologies to fix your problem on the spot.

Contact us today to learn how CoolSys can help you:
888-992-0977 • www.coolsys.com

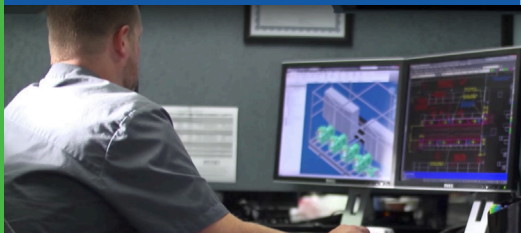


**ENERGY
SOLUTIONS**

ENERGY OPTIMIZATION



CoolSys provides a full spectrum of energy optimization solutions for high-usage commercial clients such as grocery retailers, data centers, light industrial facilities, school districts and retail stores.



Our highly trained energy optimization team performs in-depth energy audits, surveys, total energy makeovers, and retro-commissioning tailored to your specific needs and energy use goals.

DISCOVER THE BENEFITS OF COOLSYS ENERGY SOLUTIONS' SERVICES:

Cost Savings

Energy optimization can have a big impact on your bottom line, typically reducing energy costs 15-26%. ROI's range from two to three years and each project is custom tailored to your facility's needs.

Reduce Energy Consumption

Our energy team are experts in energy management (EMS) and refrigeration systems with decades of field-based experience to help you significantly reduce energy consumption. Retro-commissioning alone can yield a 10-15% reduction, making an immediate impact to your energy bills; with recommendations to further enhance savings with data we gather while working onsite.

Expertly Executed

CoolSys Energy Solutions' dedicated team of energy professionals specialize in energy reduction measures and controls. We execute all recommended optimization strategies and offer technologies and resources for cost reduction and sustainability of your optimized system. This ensures that all adjustments are implemented accurately and professionally. CoolSys offers software technology to sustain your savings with project tracking and metrics to alert you if adverse changes have occurred.

Multi-Location Roll Outs

Our national scope and vast network of field technicians gives us ability to successfully manage high-volume, cross-state, multi-location roll outs. Our experience in the field implementation of large scale projects coupled with our enhanced project management team ensures your project is successful from inception through completion.

Full Spectrum Capabilities

We offer a full spectrum of energy conservation programs from simple payback measures with no capital expenditures, to integrated solutions or a complete array of energy transforming measures to meet large-scale energy reduction goals. We focus our efforts on working with you to meet your objectives and expectations.

Contact us for quote or to learn more about our Energy Optimization services:
833-364-9682 • www.coolsysenergy.com

CUSTOM ENGINEERING SOLUTIONS



**ENERGY
DESIGN**
CONSULTING ENGINEERS



Our passion and “can do” approach results in unique optimized solutions, delivered *on time and on budget*.

MARKETS WE SERVE:

- › Supermarkets
- › Multi-family Residential Properties
- › Shopping Centers/Retail
- › Commercial/Industrial Buildings
- › Medical Centers and Facilities
- › Food Production Commissaries
- › Office Fit-outs and Remodels
- › Food Halls
- › Entertainment/Leisure and Hospitality
- › Industrial Buildings and Warehouses

COOLSYS ENERGY DESIGN IS A FULL-SERVICE CONSULTING ENGINEERING FIRM

Headquartered in Princeton, New Jersey with offices in California, Texas and Florida. The company draws upon the experience of over 100 engineers, designers, licensed inspectors and sustainable design and energy professionals to provide single-source MEPR (mechanical, electrical, plumbing and refrigeration) services to a variety of industries. Our goal is to continue the tradition started by CSA—to offer cost-effective and energy efficient solutions and designs, challenge conventional solutions and bring innovative options to our clients.

Customized Engineering Solutions

Our firm has a passion for innovative engineering solutions that integrate leading edge, sustainable technologies and systems. Our broad range of engineering expertise and technological sophistication delivers cost-effective and environmentally intelligent building performance:

- Mechanical, electrical, plumbing and refrigeration design and analysis
- Fire safety design
- Commissioning/retro-commissioning
- Energy audits/spend analysis
- Building modeling and simulation
- Real time energy performance monitoring
- Renewable energy strategies
- Control systems/building automation
- LEED building engineering expertise
- Feasibility studies
- Turnkey project management
- Utility rebate and incentive processing (state and federal)

Our firm's dynamic record of success is grounded in 35 years of designing MEPR systems for all types of buildings worldwide, including commercial, industrial, retail, hospitality/entertainment/leisure, mixed use and multi-family residential facilities.

For a complimentary engineering solutions proposal or to learn more:
609.751.9655 • www.coolsysenergydesign.com



EXPERT INSTALLATION

Whether it is a new system or a remodel project, proper installation is critical to an efficient refrigeration or HVAC system. Even the best commercial equipment cannot perform to specifications unless it is installed properly. With over 40 years of refrigeration and HVAC construction experience, CoolSys ensures that your systems are installed per specifications and operating at peak performance from the beginning. And, because we are vendor-neutral, we can expertly install all brands of equipment and EMS systems.



THE BENEFITS OF COOLSYS INSTALLATION

Expertise

We'll manage the complexities of the installation project, so you don't have to. We are well accustomed to working with general contractors and other trades and can expertly coordinate all of the moving parts, when required.

Value

Taking a "total cost of ownership" approach. CoolSys helps ensure not only a competitive cost of installation, but that your project is completed timely and accurately. Thus helping to reduce future operating expenses throughout the system's lifecycle, and maximizing the value of your investment.

Project Management

Our goal is to construct every system on time, on budget and per specifications with CoolSys's rigorous project management processes.

Right Start

To ensure ultimate performance from start-up, we'll test, analyze and adjust your system to exact manufacturer and owner specifications.

Build Spec or Design Build

We can review your plans and build systems to meet your existing specifications, or utilizing our in-house engineering team, we can design and build systems tailored to your needs from the ground up.

Contact us today to learn how CoolSys can help you:
888-992-0977 • www.coolsys.com



PLANNED MAINTENANCE

For your refrigeration and HVAC systems to perform reliably, planned maintenance is a must. At CoolSys, we offer comprehensive planned maintenance programs where equipment is maintained routinely in order to increase uptime and to avoid larger, more costly problems down the line.



› Quarterly General

Maintenance—Covers all the basic needs of both small and large mission-critical systems. In multi-site situations, the scope of work is consistent, site-to-site.

› Bi-Annual Compressor Room and EMS Check-Up—

Performed by our higher-level technicians with an advanced skill set, planned maintenance focuses on high-dollar equipment such as compressors, EMS set points, energy consumption, lighting schedules, anti-sweat and dehumidification.

CoolSys planned maintenance programs can be tailored to your specific equipment and systems by our team of experts to provide ongoing upkeep and performance.

THE BENEFITS OF COOLSYS PLANNED MAINTENANCE

Cost Savings

With a proactive schedule of maintenance, CoolSys allows you to fix issues before they become more costly problems. This reduces unplanned downtime, product loss and lowers operating expenses.

Optimize Energy Usage

A properly maintained system can help reduce energy consumption. CoolSys monitors the performance of critical equipment and provides maintenance for the sustainability of your system.

Extend System Life

The better you care for your equipment, the longer it will last. CoolSys's planned maintenance programs prolong the life of your refrigeration and HVAC systems and components, resulting in lower costs, increased uptime and greater profit.

Improved Safety

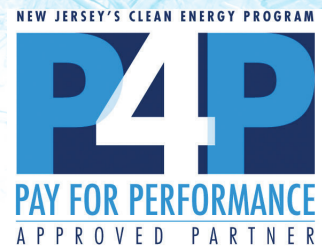
When equipment is not operating properly, it can cause unsafe working conditions and the potential for emergencies. Preventative maintenance improves safety and quality conditions.

Regulatory Compliance

Our operational know-how, processes and automated systems ensure that you are compliant with regulations and that all necessary paperwork is submitted properly to agencies (EPA, AQMD, CARB) and third-party systems.

Contact us today to learn how CoolSys can help you:
888-992-0977 • www.coolsys.com

New Jersey wants to pay you to go clean & green.



And we're the experts who've saved businesses millions.



Introducing New Jersey's Pay for Performance Program (P4P)

Imagine saving 15% or more on your monthly energy costs, year after year. Imagine a program which will pay you 36% of the cost of doing it. And once more, imagine reducing your building's impact on the environment. New Jersey's Clean Energy Pay for Performance Program offers significant financial incentives for commercial, industrial, and governmental customers to integrate energy efficient and renewable technologies into new construction, upgrades, and new cooling & heating equipment. The team at CoolSys Energy Design (CED), formerly Energy Squared, has been providing energy efficient engineering solutions for over 40 years. We have obtained over \$10M in incentives for our customers, who range from multi-family housing facilities to large supermarket chains. You might say we wrote the book on saving New Jersey property owners and developers money. No, really. Several of our engineers and staff served on the state's P4P review team. We know the program like no other, and will get you the maximum value it has to offer.

The CoolSys Energy Design Pay for Performance Services

Assuring that the P4P process is followed accurately and all of the paperwork is in order is paramount to getting your project approved for the maximum financial incentives, whether it be for direct energy conservation rebates, or local economic tax benefits. As your New Jersey Pay for Performance partner, CoolSys Energy Design will:

- Comprehensively evaluate opportunities for saving energy throughout your facility
- Complete a detailed energy simulation of your facility and virtually implement efficiency recommendations
- Complete and submit all documentation required to receive incentives through the P4P program
- Ensure that you obtain the maximum clean energy incentives available

OVER
\$6.5M IN
INCENTIVES

CAPTURED
AND
PROJECTED

\$210,00
AVERAGE
INCENTIVES

PER
PROJECT

AVERAGE
INCENTIVE
IS

36% OF
PROJECT
VALUE

AVERAGE
FULL
PROJECT

PAYBACK
IS 1.9
YEARS



**ENERGY
DESIGN**
CONSULTING ENGINEERS

CoolSysEnergyDesign.com

5 Independence Way, Suite 360
Princeton, NJ 08540
609-751-9655
Fax: 609-751-9658
info@coolsysenergydesign.com

CoolSys Energy Design: Clients & Subsidized Project Highlights

Multifamily Housing

MORGAN PROPERTIES

- CoolSys Energy Design brought 14 properties, encompassing over 2,700 residential units, through P4P to address building insulation, heating, domestic hot water, cooling, lighting, pump and controls upgrades. These improvements typically saved more than 20% of a property's energy use.

CARLTON TOWER

- For this 228 unit high-rise condominium building, CoolSys Energy Design completed the engineering design and P4P documentation for boiler, domestic hot water, chiller, cooling tower, pump and lighting upgrades totaling 20% energy savings.

Retail/Supermarket

SHOPRITE SUPERMARKETS

- CoolSys Energy Design provided engineering design and P4P services for a new 90,000 square foot supermarket in Howell, NJ. LED lighting, radiant floor heating, cutting edge refrigeration design, and high efficiency HVAC equipment culminated in annual energy cost savings of 27%.

RESTAURANT DEPOT

- P4P and engineering design services were completed by CoolSys Energy Design at the new Pennsauken and South Plainfield stores. Efficiency-optimized refrigeration systems, HVAC units, and high efficiency lighting resulted in 24% energy cost savings at each new store.

Commercial

BAYER HEALTHCARE PHARMACEUTICALS

- CoolSys Energy Design was the P4P partner for the construction of Bayer's 650,000 square foot North American headquarters located in Whippany, NJ. Virtually every system of this facility was made highly efficient, most notably the building envelope, lighting, ventilation, and heating and cooling systems. These improvements resulted in annual energy savings of over \$400,000.

LTC CONSULTING SERVICES

- CoolSys Energy Design completed the P4P and mechanical design services for a new 60,000 square foot headquarters for LTC Consulting Services in Lakewood, NJ. By implementing cutting edge lighting, lighting controls, HVAC and a building management system, LTC will reduce its annual energy expenditures by 19%.

Distribution

MEHADRIN DAIRY CORP.

- This high energy intensity refrigerated warehouse in Elizabeth, NJ was brought through P4P by CoolSys Energy Design. In addition to the LED lighting used in the facility CoolSys Energy Design also designed the highly efficient refrigeration system, saving Mehadrin 39% of its energy usage, and over \$250,000 in energy costs per year.

BERGEN LOGISTICS

- This project encompassed the fit out of a 680,000 square foot vacant warehouse in North Bergen, NJ. In addition to performing the engineering design, CoolSys Energy Design utilized the P4P program to upgrade the lighting, controls and HVAC systems. These upgrades will achieve an annual energy cost reduction of over \$380,000, or 42% for the facility.

Specialty Manufacturing

PRESTONE PRODUCTS CORP.

- CoolSys Energy Design assisted this 100,000 square foot petroleum and coolant manufacturing facility through P4P, focusing on high efficiency lighting, variable speed pumps and cooling equipment. These combined upgrades will save the facility 11% of its annual energy usage, far exceeding the 4% target P4P sets for manufacturing facilities.

EDIBLE GARDEN CORP.

- CoolSys Energy Design was the P4P partner for both an existing and new construction greenhouse located in Belvidere, NJ, totaling more than 400,000 square feet. Together, these projects will save 31% of their energy usage, or over \$100,000 annually by using high efficiency boilers and custom energy retention curtains.



**ENERGY
DESIGN**
CONSULTING ENGINEERS

CoolSysEnergyDesign.com

5 Independence Way, Suite 360
Princeton, NJ 08540
609-751-9655
Fax: 609-751-9658
info@coolsysenergydesign.com

ABOUT



When refrigeration and HVAC systems are critical to your business or organization, you can depend on CoolSys. CoolSys is the parent company of the nation's largest team of HVAC, refrigeration, engineering, and energy solutions experts. CoolSys experts are trained to work on all systems, regardless of the model or manufacturer. Plus, they are backed by the most advanced technology and mobile tools, so they are well equipped to handle all stages of a system's life cycle, including:

- › Design and Installation
- › Remodels
- › Equipment change outs and upgrades
- › Refrigerant Conversions
- › Service and Repair
- › Preventative Maintenance
- › Energy Optimization

COOLSYS AT A GLANCE

Headquartered in Brea, California, CoolSys is proud to provide HVAC, refrigeration, engineering, and energy solutions to large supermarket chains, independent grocery stores, restaurants, telecommunications data centers, light industrial facilities, school districts, pharmaceutical companies, cold storage, warehousing and retail stores throughout the country.

WHY COOLSYS?

Expertise

We have the experience and knowledge to get the job done right. Our technicians are licensed, bonded and have undergone rigorous training. Plus, we continually invest in engineering and technology to provide our customers with expertise that is second to none.

Service Excellence

We know that delivering services efficiently, consistently and timely is critical to our customers' business. It is this understanding that drives our relentless focus on service excellence to ensure that your overall CoolSys experience is as positive, consistent and hassle-free as possible.

Our People

Our people make the difference. We have a culture centered around delivering service excellence in all we do. And, we offer 24/7 customer support. Our goal is to establish long-term partnerships with sustainable results that improve on customers' bottom line.

Technology

We're deploying state-of-art technology to improve workflow, streamline dispatch and provide our field technicians with instant access to the critical data they need to provide the very best service to our customers

#1 PLAYER IN
MARKETS SERVED



25
YEARS

Avg. Tenure of
Top 10 Customers

100
Engineers

1,850
Field
Technicians

Contact us today to learn how CoolSys can help you:
888-992-0977 • www.coolsys.com

Tab 9 – Required Documents

Clean Air and Water Act / Debarment Notice

Contractors Requirements

Antitrust Certification Statements

Required Clauses for Federal Funds Certifications

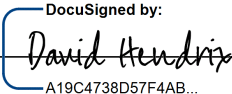
Required Clauses for Federal Assistance by FTA

State Notice Addendum

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	CoolSys Inc. and its Subsidiaries
Print Name	David Hendrix
Address	145 S State College Blvd., Ste 200
City, Sate, Zip	Brea, CA 92821
Authorized signature	<div>DocuSigned by:  A19C4738D57F4AB...</div>
Date	7/23/2020

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Date

DocuSigned by:

David Hendrix

A19C4738D57F4AB...

7/23/2020

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 CoolSys Inc. and its Subsidiaries

Address 145 S State College Blvd. Ste 200

City/State/Zip Brea, CA 92821

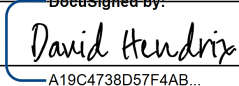
Telephone No. 7145109500

Fax No.

Email address info@coolsys.com

Printed name David Hendrix

Position with company VP, Sales

Authorized signature 
DocuSigned by: A19C4738D57F4AB...

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less

than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public

work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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



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