Request for Proposal
RFP # 09-19
Owner Advocate/Representative
for
Capital Improvement Program Management

National Cooperative Purchasing Alliance
Tab 1. Signature Form and Letter of Interest

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

Assignment of Contract
- No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

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

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

Funding Out Clause
- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

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

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

Payments

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

Adding authorized distributors/dealers

- Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from NCPA.
- Awarded vendors must notify NCPA each time it wishes to add an authorized distributor or dealer.
- Purchase orders and payment can only be made to awarded vendor unless otherwise 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, unless otherwise approved by NCPA.

Pricing

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

Warranty

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

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

**Audit rights**

- Vendor shall, at Vendor’s sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- Region 14 ESC shall have the authority to conduct random audits of Vendor’s pricing that is offered to eligible entities at Region 14 ESC’s sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor’s pricing at Vendor’s sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

**Indemnity**

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

**Licenses and Duty to keep current licenses**

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

**Franchise Tax**

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

**Supplemental Agreements**

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

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

Legal Obligations

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

Protest

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

Force Majeure

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

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the
party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

♦ Prevailing Wage

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

♦ Miscellaneous

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

♦ Cancellation for Non-Performance or Contractor Deficiency

➢ Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
➢ Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
➢ Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

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

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

♦ Open Records Policy

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

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

♦ Cancellation for Conflict of Interest

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

♦ Registered Sex Offender Restriction

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

♦ Contract’s Employment Eligibility

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

Open Records Policy

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

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

♦ Contract Administration
  ➢ The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

♦ Contract Term
  ➢ The contract term will be for one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms or any combination of time equally not more than 4 years.
  ➢ It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

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

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

♦ 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 ($10,000,000.00) ten 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 eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent’s whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent’s are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents’ proposals or prices.

Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

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

◆ 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
Compleness 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: EstimatingPlus LLC
Address: 12460 E Cortez Drive #102
City/State/Zip: Scottsdale, AZ 85259
Telephone No.: 480 510-5626
Fax No.
Email address: alan@estimatinginc.com
Printed name: Alan Levin
Position with company: Managing Partner
Authorized signature:
Letter of Interest

March 19th, 2019

Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

RFP for Owner Advocate/Representative for Capital Improvement Program Management

Estimating Plus, LLC hereby submits the accompanying information to detail our capability and desire to help NCPA Members improve the performance and success of their construction projects, assisting Owners to implement construction cost containment, compliance, and otherwise increase the cost effectiveness of their construction projects.

Our team is built around the experience of the following key team members:
- **Alan Levin**, who has over 40 years of direct construction and construction estimating experience, both in the United States and in other countries as well. He has a degree in Building Science, Structural Engineering, as well as several other building related certifications such as Job Order Contracting Professional (CJP). Al’s stand-alone, strong estimating company will provide their expert guidance to steer the Member(s) cost control in the right direction.
- **Charlie Bowers**, who has 45+ years of direct construction experience, including the most recent period of 17 years directly in the JOC construction industry, serving as both a contractor and an educator on the JOC delivery method. He is a Certified Job Order Contracting Professional (CJP), was a member of the Center for Job Order Contracting Excellence National Board of Directors for 16 years and is currently a member of the CJE Education Committee. He is also an Emeritus Member of CJE for life.

Augmenting our team, we have a strong team of subject matter experts. These individuals are recognized leaders in their respective fields, which include Public Procurement, Capital Improvement Programming (CIP), Energy Efficiency/Sustainability, Architecture, Structural Design, School Facilities Management, Public-Private Partnerships (P3), and Municipal Management/Leadership. These resources are further introduced later in our proposal.

It should be said at the outset that we are a company of experienced individuals who have a vast background and expert knowledge of the Owner Advocate/Project Management process. This experience has been gained through many years of successfully executing construction projects in both the public and private sectors.
Our desire is to particularly assist the public sector, with an emphasis on the educational arena in the proper set-up and execution of construction projects, and it comes from our desire to give back to the community while operating our business.

What makes our services to NCPA members uniquely qualified and affordable is that we can provide a total project management service or provide a highly experienced “expert at the table” for specific functions on an as needed basis.

Our experience tells us that very, very few Owners take full advantage of the Owners Advocate process, which properly done can drive the ultimate success of their projects. Frankly, by not having the right expertise involved in the project management, some Owners fail to deliver the right level of transparency, fiduciary compliance and adherence to the procurement laws in their jurisdiction.

We have our consulting process thoroughly outlined within our proposal, including a “shopping list of services” and graphic that outlines available services as they apply to each individual client’s project needs. Our typical first step in the consulting process is what we call a “needs assessment” session that we conduct with each client team. This session renders a tailor-made path forward for the team, and this effort outlines the individual client’s needs as we interact with their staff.

In summary, our goal for this consulting service effort is to help our clients to become more successful at delivering maximum benefit and best value on their projects while abiding by all the necessary legal guidelines set forth for their particular market sector.

Sincerely,

EstimatingPlus LLC

Alan Levin
Managing Partner
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Tab 2. NCPA Administration Agreement

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This Administration Agreement is made as of ___________ , by and between National Cooperative Purchasing Alliance ("NCPA") and _______ EstimatingPlus LLC _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated ______ , referenced as Contract Number ___________ , 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 Owner Advocate/Representative for Capital Improvement Program Management;

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:

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Zip Code</th>
<th>State</th>
<th>RQN Proposal #</th>
<th>Order Date</th>
<th>Internal PO, Job #, FX#, Notes etc.</th>
<th>Sale Amount</th>
<th>Admin Fee (3%)</th>
</tr>
</thead>
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Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA four (4%) administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term of payment will be included in the invoice NCPA provides.

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.
General Provisions

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

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

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

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

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

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

National Cooperative Purchasing Alliance:
Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: [Signature]
Date: April 1, 2019

Vendor: EstimatingPlus LLC
Name: Alam Leving
Title: Managing Partner
Address: 12460 E. Cortez Dr #102
Scottsdale, AZ 85259
Signature: [Signature]
Date: March 19, 2019
Estimating Plus, LLC proposes to offer our services in the following states in the U. S.:

- Arizona
- Colorado
- Nevada
- New Mexico
- Texas
- Utah

All pricing is based on specific services that the client needs for any given project, so therefore there is no separate pricing coefficient as such. (see map indicating the states where Estimating Plus, LLC intends to service currently)

Note: As our business grows, we will be making application to serve additional area of the U. S. to work with NCPA Members.
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)

☐ Alabama  ☐ Maryland  ☐ South Carolina
☐ Alaska  ☐ Massachusetts  ☐ South Dakota
☐ Arizona  ☐ Michigan  ☐ Tennessee
☐ Arkansas  ☐ Minnesota  ☐ Texas
☐ California  ☐ Mississippi  ☐ Utah
☐ Colorado  ☐ Missouri  ☐ Vermont
☐ Connecticut  ☐ Montana  ☐ Virginia
☐ Delaware  ☐ Nebraska  ☐ Washington
☐ District of Columbia  ☐ Nevada  ☐ West Virginia
☐ Florida  ☐ New Hampshire  ☐ Wisconsin
☐ Georgia  ☐ New Jersey  ☐ Wyoming
☐ Hawaii  ☐ New Mexico
☐ Idaho  ☐ New York
☐ Illinois  ☐ North Carolina
☐ Indiana  ☐ North Dakota
☐ Iowa  ☐ Ohio
☐ Kansas  ☐ Oklahoma
☐ Kentucky  ☐ Oregon
☐ Louisiana  ☐ Pennsylvania
☐ Maine  ☐ Rhode Island
All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Mariana Islands
- Puerto Rico
- U.S. Virgin 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 Scottsdale, State of AZ

Felony Conviction Notice

- Please Check Applicable Box:
  - A publicly held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
    - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

Distribution Channel

- Which best describes your company's position in the distribution channel:
  - Manufacturer Direct
  - Certified education/government reseller
  - Authorized Distributor
  - Manufacturer marketing through reseller
  - Value-added reseller
  - Other: NOT IN DISTRIBUTION CHANNEL

Processing Information

- Provide company contact information for the following:
  - Sales Reports / Accounts Payable
  - Contact Person: ALAN LEVIN
  - Title: PARTNER
  - Company: ESTIMATING PLUS LLC
  - Address: 12460 E. CORTEL DR
  - City: Scottsdale, State: AZ, Zip: 85259
  - Phone: 480-510-5676, Email: alan@estimatingplus.com

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Estimating Plus, LLC is a **small business enterprise** as defined by the federal government.

**Company contacts are as follows:**

Mailing Address:  
12460 E. Cortez Dr., #102  
Scottsdale, AZ  85259

Alan Levin  
Managing Partner  
Office Phone: 480-426-0575  
Cell Phone: 480-510-5626  
E-mail: alan@eplusjoc.com

Charlie Bowers  
Partner  
Office Phone: 480-426-0575  
Cell Phone: 602-318-8491  
E-mail: charlie@eplusjoc.com
**Company Name:**
EstimatingPlus LLC

**History:**
Our Company began with Construction Management Inc. which was incorporated in 1976. The primary focus was two-fold:

- **Estimating** – Projects included Military bases for Department of Defense in the Southwest.
- **Construction Management** (Owner Advocacy/Owner Agent) – Projects included US West Communications, for whom several projects were completed in Colorado and Arizona for their cable television services and telecommunications divisions. Other projects included construction management for several car dealerships, medical suites and laboratories.

In 1991 the company diversified into residential construction and development building custom homes and apartment buildings.

In 2016 the name was changed to EstimatingPlus and the focus once again became estimating services for both the D.O.D. and the private sector.

Charlie Bowers joined Alan Levin in 2017 after attending a JOC certification program together. Charlie has years of hands-on management experience in project management and APDM (Alternate Project Delivery Methods) that combined with Alan’s years of structural engineering, construction estimating, and construction management creates a powerful management team. Combine that with our concept of bringing the best in class of public works and school construction experts to the table and EstimatingPlus is poised to expertly fill a huge void in the public works arena.

In summary, both Charlie and Alan share a common philosophy – “yes we want to run a successful business, but ultimately it’s about giving back to a system that has enabled our families to enjoy a “great lifestyle”.

**D&B D-U-N-S Number:** 08-081-6905

**Organization Chart** - *(See employees BIOs in TAB 6)*
**Company Location:**
We are currently based solely in Arizona but feel that will not be an impediment when working slightly further afield because our state-of-the-art project management software connects teams, applications and devices to a centralized hub. Combined with great video conferencing system we can minimize the need for expensive overheads related to travel to remote sites, branch office locations and help us to maintain great collaboration with limited travel. Also, a large part of our services such as estimating, can be handled more economically from a central location. Except for initial job walks or when a project calls for permanent onsite supervision, we feel this can be achieved economically by providing affordable, temporary housing for a superintendent.

**Key Contact Person:**
Alan Levin - Managing Partner  
email: alan@EstimatingInc.com  
Address: 12460 E Cortez Dr. Scottsdale, AZ 85259  
(480 510-5626)

**Standard Terms of Payment:**
30 Days

**Competitors**
The H2 Group LLC  
GCon Inc  
Arcadis
Company Capabilities:
Estimating Plus provides a complete range of Owner Advocacy/Owner Agent services on an as-needed basis. Our company was built from the ground up to offer any of a complete shopping list of services to be delivered to our clients if, when, and only as needed for each individual project. This approach is unique in that we do not “bundle” specific delivery items into a standard “package” and provide them only in those groups. Instead, we list all our services we offer and help the client decide which, if any, of the services they wish to engage us in. We have the capability to select individual services or only certain services as the needs of a project arise. Our mantra is “...everything our clients need, but nothing they don’t...”.

For example, if our client already has a very strong employee at their disposal for their in-house estimating duties on a project, we can simply eliminate that service and not charge for it. That works for virtually any area of service we offer, including on a mix and match basis to suit the exact needs of the individual project.

We also offer training for our client’s staff in virtually any category of service we provide, and sometimes that is the best answer to address certain needs on an ongoing basis. As in the case of most our services offered, our staff training services can be offered in-person or on-line as the client wishes.

Customer Service Department:
Regarding our customer service philosophy, we always furnish our clients with a designated “Point of Contact” (POC) within Estimating Plus. That person from our ranks is tasked with being the customer’s “service lead” and will serve as their prime POC for anything they need. As a part of the POC’s duties they are available by cell phone anytime during normal working hours. In addition, when we are serving in a critical service capacity, the POC will make arrangements to be available 24-7 if that need is stated by the client. As outlined elsewhere in our proposal, our employees are accustomed to providing excellent customer service, and therefore we expect them to do whatever it takes to be available whenever a client needs to contact us.

In addition to the POC process described above, our Managing Partners are the stated back-up for any POC who may not be able to respond when a client attempts to call. Both company Owners are veterans of providing critical business requirements, and they are steeped in the tradition that “customer service is paramount”. They will respond when required, and our clients will have our contact information to engage us at their will.

Green Initiatives:
Our company is founded on the principles of sustainability in the build environment, and we fully embrace the vision of the USGBC in their efforts to improve our ability to be good stewards of our environment. Our principals are firmly committed to underscore all our construction endeavors
with a solid commitment to make energy efficiency and clean air standards an integral part of everything we build.

We have gone so far as to incorporate the services of a Subject Matter Expert whose direct charge is to review every one of our projects with that specific charge to give direct input to our clients about sustainability. As a matter of fact, our sustainability leader founded the Arizona Chapter of the USGBC and was one the first in the state to become a LEED Accredited Professional (LEED AP).

We are very proud of our focus on this important facet of our duties as an Owner’s Advocate, and we do everything possible to promote state of the art technology and its use in our buildings. We educate our clients on the affordability of superior products to improve our environmental impact.

Introducing our Company to our potential clients:
We belong to several Owner’s organizations throughout the Southwest U. S. in an effort to get to know our potential clients one-on-one and to understand the forces at play in their sector of the economy. We have found that “face time” is one of the most important aspects of our business development process, and it helps us connect with clients directly. The Association of School Business Officials (ASBO) is a good example of one of these organizations and they have a chapter in each state to create a learning environment for their industry professionals. We take advantage of every available opportunity to participate in AASBO training conferences to spread the word about our cooperative contracts that are available for them to use.

Another important facet of our introduction and marketing efforts is supporting our potential clients in their community activities. We take great pride in our sponsorship of public activities that are so important to the communities where we live and work. Our dedicated employees are heavily involved in community leadership and volunteering to help support our key local issues.

An example of a community marketing campaign
We plan on launching a program we call “SkillShare” The program was developed by one of our subject matter experts who has been a successful, and respected facility and building director in a large school district for many years.

Students are encouraged to meet and work with various individuals involved in school construction and maintenance. The objective is to familiarize them with all aspects of project construction and maintenance and more importantly to give them the opportunity to interact with and develop mutual respect among all. This unique project has been implemented and tested and is currently highly successful. We believe this will provide our company with tremendous positive exposure while giving back to the community. We will provide and implement the entire program free of charge for any district with whom we work.

Direct Marketing Campaign*
In addition to our one-on-one marketing we have been working with a marketing agency that has developed a direct marketing campaign for us. It consists of a series of well-crafted 90 second videos and mailers presented in concert with follow up video conferencing presentations. This will serve to introduce and launch our service in new markets.

In addition, we have a follow-up campaign that we are currently developing. We will have a series of White Papers written by our subject matter experts, that will keep us top of mind with prospects. Our direct marketing campaign will be directed towards Superintendents and Business Directors at Schools and to City Engineers at towns and municipalities.
**Marketing our services to NCPA members:**
Initially we plan on reaching out to introduce ourselves to all NCPA members via our Direct Marketing Campaign.

Estimating Plus, LLC embraces the philosophy that every one of our employees is inherently a marketing person because they engage directly with our current and potential clients. In this manner, we drive the marketing efforts directly to each employee as an ambassador to our clients. With this philosophy, we empower our employees to grow and prosper with our company through their own individual efforts. We have had great success, and our employees have enriched their lives as a direct result of their success at embracing this integrated process.

In addition to our “organic” internal sales effort, provided by our individual employees described above, our corporate owners have solid marketing and business development skills to sustain our business. The Owners have direct, hands-on experience working with potential clients and have been successful in all their business pursuits in the past. They bring a solid business ethic to the company and have extensive backgrounds in Owner’s advocacy as the foundation for our business offerings.

**What differentiates Estimating Plus from our competitors?**
One thing that sets us apart from other companies in our business is we hire only people that are passionate about what they are doing and the service we provide. That sounds simple, but in our experience, we cannot teach or train passion into our people. That drive to excel and desire to do great work comes from within, and we find that it is contagious among our employees. There is an old saying that sums this attribute up very nicely...“birds of a feather flock together”. So, when people work with others that are equally passionate about what they do, they organically grow together to make a great service company. We depend on that philosophy to grow our business, and we improve our level of service at the same time.

Another unique feature of our company culture is that we all enjoy serving our public sector clients. We believe we can directly have a positive impact on the public agencies we work for by embracing our responsibility to deliver our services for a fair and reasonable price. Suffice to say, we pay very close attention as we grow our company, we work hard to engage additional employees who demonstrate those attributes that have made us who we are as a company. One thing we look for as we grow our company is employees that enjoy what they do and enjoy working with others that feel the same way.

**Certifications or licenses:**
Although there are no specific licenses required for the services we provide, as an Owner’s Advocate, our employees hold several individual certifications that enhance their individual performance in their specialty areas. Please refer to the individual Bios for more information on each of them in Tab 6.

However, our individual employees excel in their area of our business and each have their own unique ability they bring to our clients. Among these are Graduate Engineers, LEED Accredited Professionals, Certified Public Procurement Professionals, Certified Job Order Contracting Professionals and many, many more highly qualified individual accomplishments.

The unique structure of our company allows us to provide expert support for any facet of Owner advocacy and project delivery, on an as-needed basis, as the need arises and they only work on a
project if they are needed. These highly qualified individuals are provided to our clients at very affordable rates, which are typically well below average market levels.

**Minority Business Status:**

Estimating Plus, LLC is not certified for any of the government identified or registered minority business categories. However, we are very familiar with all of the federal guidelines and requirements for their inclusion on federally funded projects. We are accustomed to abiding by said guidelines.
Scope of Services provided under the terms of this agreement:

**Our Mission:**
“Everything a school or public entity needs – nothing they don’t”

This is achieved by providing a shopping list of services to schools and public works entities. They can either choose to retain our firm as a full-service Owner Advocate/Representative or they can choose to hire one of our “subject matter experts” for advice or help on a single construction related function, (for as little a few hours at a time).

We call this our C3 (Construction Cost Containment) program.

### C3 (Construction Cost Containment) – It makes Dollars and Sense

*“Everything a school or public entity needs – nothing they don’t”*

| Help Secure Project Funding | ✓ Traditional school bonds  
|                           | ✓ Emergency funds - assistance with SFB requirements  
|                           | ✓ Public-Private-Partnerships (P-3)  
|                           | ✓ Other alternative financing help  
| Reporting | ✓ Measure program results reporting to owners and stakeholders  
|           | ✓ Identify cost savings and improvement areas  
|           | ✓ Address specific concerns and issues  
| Project Delivery Methods | ✓ Help determine the best project delivery method for each project  
|                          | ✓ Assist/manage procurement process  
|                          | ✓ Help manage the design process  
| Project Planning | ✓ Start with needs assessment and scope definition sessions  
|                   | ✓ Finalize project objectives and plans through facilitated sessions  
|                   | ✓ Monitor design, planning and proposed performance schedule  
|                   | ✓ Provide estimates of anticipated costs  
| Procurement | ✓ Manage entire procurement  
|              | ✓ Assist with procurement & contractor selection  
| Project Management | ✓ Help manage design & project budget  
|                  | ✓ Help manage the design process  
|                  | ✓ Manage cost control and containment – check pricing of work!  
|                  | ✓ Value engineering-constructability/alternative means & methods  
| Construction | ✓ Monitor project progress and quality  
|              | ✓ Audit contractor cost, budgetary reporting, and control processes  
|              | ✓ Review change orders, claims and disputes  
|              | ✓ Ensure adherence to project schedules to avoid creep  
| Reporting | ✓ Measure program results reporting to owners and stakeholders  
|           | ✓ Identify cost savings and improvement areas  
|           | ✓ Address specific concerns and issues  
| Completion | ✓ Ensure correct execution of punch list  
|            | ✓ Evaluate performance against targets  
|            | ✓ Supervise warranty issues  
|            | ✓ Audit final cost and monitor close-out and contract compliance  
|            | ✓ Memorialize project information from inception to completion |
Our goal:
Our goal is always to function as a true owner’s agent. We will manage an entire project, from start to finish, and ensure that owner achieves the goals of their project, whether a new school, cutting-edge classroom facilities, athletic arenas, administrative buildings or campus upgrades and improvements.

Our comprehensive system begins with confirming adequate funds and schedule assessment for the project. We continue through design, and procurement, where we adapt to the institution’s methods and systems. Our service continues throughout the entire construction. We manage the entire process from concept to completion until every punch-list item is taken care of and the turnover process is complete. EstimatingPlus guards’ the Owners’ vision and bottom line against waste, inefficiency, and other misguided external interests.

As a 100% conflict-free project management and consulting service, we are only satisfied when the project meets or surpasses our client’s expectations.

EstimatingPlus Role as Owner Advocate/Representative:
Our role as the Project Manager/Owner’s Representative can be an important factor in the success of many projects, regardless of the construction delivery method.

Careful vetting of all participating parties by EstimatingPlus regarding their qualifications, capabilities, and experience, as well as checking and helping assemble well-structured contracts can make the difference between a successful and a difficult project.

EstimatingPlus Role: We will collect, manage, and curate a substantial portion, if not the entire store of project information and documents on behalf of the owner. If the project does not utilize a web-based information management system, the owner could find their self without access to critical project documents in the event of a dispute.

EstimatingPlus Role; We will provide services in areas such as cost estimating, constructability reviews, development consulting, permitting, A&E services, and project financing.

EstimatingPlus Role; We will generally be tasked with tracking, monitoring, and evaluating every aspect of the project and project team on behalf of the Owner.

Furthermore, EstimatingPlus possesses a high degree of competency, not only with traditional project management, and administration processes and methods, but we are also well-versed in the issues associated with building information models, computer-based schedule programs, web-based file management and information systems, and other technical engineering and construction technology tools currently being used by sophisticated design and construction firms.

Owners that lack in-house project management capabilities can rely on us to understand, manage and utilize these tools during the project, and post-occupancy. Not all Owners have the in-house resources and skills to effectively utilize such systems and insure their proper implementation.

EstimatingPlus will shoulder the responsibility of keeping the project moving according to plan. The goal is to manage the project so that it finishes on schedule and within budget, while still meeting building
codes, plans, and specs. Our role may also include setting the project parameters, finances, and the calendar; vetting and hiring subcontractors and on-site workers; developing a strategy for potential conflict resolution; and much, much more.

**Implementation and measurement of our process:**

EstimatingPlus helps the owner implement and measure our process by engaging them in a self-discovery, project specific “Needs Assessment Analysis” that covers over 150 core issues centered around 7 key management issues: (see Addendum Tab 5)

This self-discovery implementation process creates in an in-depth Q&A session resulting in Owners, stakeholders and ourselves generating a roadmap to identify and mitigate potential project risks.

**List of services that we provide broken out into construction phases:**

1. **Pre-Construction.**
   
   (a) When required prepare or obtain an environmental impact assessment of the proposed development.
   
   (b) Capital Improvement Plans (CIP); Control Life Cycle Cost and Value Engineering
   
   (c) Conceptual Estimate, Budgeting and OIE (Owners Independent Estimate)
   
   (d) Choose the products and materials necessary to equip the Project in a manner consistent with its intended use.
   
   (e) If appropriate, prepare pre-qualification criteria for bidders interested in the Project, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials or methods.
   
   (f) Assist the Owner in dealing with local organizations, adjoining landowners and other parties interested in the development of the Project.
   
   (g) Secure all necessary land use approvals.
   
   (h) Select the architect ("Architect") and other professional advisors.
   
   (i) Negotiate and cause to be executed in the name of the Owner, agreements for architectural, engineering, testing or consulting services for the Project.
   
   (j) Negotiate and determine the terms of construction financing.
   
   (k) Prepare a preliminary critical path (Gant) schedule.

2. **Plans and Specifications. EstimatingPlus shall perform the following services:**

   (a) Coordinate the preparation of the plans and specifications (the “Plans and Specs”) and recommend alternative solutions whenever design details affect construction feasibility or schedules.
   
   (b) Ensure that the Plans and Specs follow all applicable codes, laws, ordinances, rules and regulations.
   
   (c) In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples.
3. **Construction Services - EstimatingPlus shall perform the following services:**

(a) Establish and implement appropriate administrative and financial controls for the construction of the Project, including, but not limited to:

i. Coordination and administration of the Architect or engineer, the general contractor and other contractors, professionals and consultants employed in connection with the Construction or rehabilitation of the Project;

ii. Change Order Management;

iii. Administration of any Construction contracts on behalf of the Owner;

iv. Participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and Construction procedures;

v. The rendering of advice and recommendations as to the selection procedures for and selection of subcontractors and suppliers;

vi. The submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

vii. Applying for and maintaining in full force and effect any and all governmental permits and approvals required for the lawful Construction of the Project;

viii. Compliance with all terms and conditions applicable to Owner or the Project contained in any governmental permit or approval required or obtained for the lawful Construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

ix. Furnishing such consultation and advice relating to the Project as may be reasonably required;

x. Keeping the Owner fully informed on a regular basis of the progress of the design and Construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested; and

xi. Giving or making Owner’s instructions, requirements, approvals and payments provided for in the agreements with the Architect, general contractor, and other contractors, professionals and consultants retained for the Project.

(b) Cause Construction of the Project to be performed in a diligent manner, consistent with good workmanship, including:

i. Obtain required building permits;

ii. Ensuring all Construction is consistent with the Plans and Specs, including any required off-site work, as they may be amended with consent of any Lender; and

iii. General administration and supervision of Construction of the Project, including but not limited to activities of subcontractors and their employees and agents, and others employed by the Project in a manner which complies in all respects with the Plans and Specs;

iv. Compliance with any and all zoning regulations, county ordinances, including health, fire and safety regulations, and any other requirements of federal, state
and local laws, rules, regulations and ordinances applicable to Construction of the Project; and

v. Insuring that the Project is constructed free and clear of all mechanics’ and materialmen’s liens.

(c) Receive bids, prepare bid analysis and make recommendations to the Owner for award of contracts or rejection of bids.

(d) Investigate and recommend a schedule for purchase by the Owner of all materials and equipment requiring long lead time procurement.

(e) Coordinate schedule with Architect and expedite and coordinate delivery of purchases.

(f) Develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments and monitor disbursement and payment of amounts owed Architects and the subcontractors.

(g) Record the progress of the Project and submitting written progress reports to the Owner and Architect, including the percentage of completion and the number and amounts of change orders.

(h) Keep, or cause to be kept, accounts and cost records as to the Construction of the Project; assemble and retain all contracts, agreements and other records and data as may be necessary to carry out Project Manager’s functions hereunder.

(i) Make available to the Owner, during normal business hours and upon the Owner’s written request, copies of all material contracts and subcontracts.

(j) Provide, and periodically update, Project Construction time schedule which coordinates and integrates Architect’s services with Construction schedules.

(k) Coordinate the work of Architect to complete the Project in accordance with the objectives as to cost, time and quality, and provide sufficient personnel at the Project with authority to achieve such objectives.

(l) Provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials and processing of shop drawings and samples.

(m) Provide regular monitoring of the schedule as Construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Owner adjustments in the schedule to meet the probable completion date, provide summary reports of such monitoring, and document all changes in the schedule.

(n) Recommend courses of action to the Owner when requirements of subcontracts are not being fulfilled.

(o) Revise and refine the approved estimate of Construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed.

(p) Provide regular monitoring of the approved estimate of Construction costs, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs and advise the Owner whenever projected costs exceed budgets or estimates.

(q) Develop and implement a system for review and processing of change orders as to
Construction of the Project.

(r) Deliver to the Owner a dimensioned set of as-built drawings of the Project Construction activity.

(s) Obtain an Architect’s certificate that the work on the Project is substantially complete and inspect the Architect’s work.

(t) Secure all building code approvals and obtain Certificates of Occupancy for all the residential units of the Project.

(u) Take all other actions necessary to provide the Owner with a facility ready for occupation.

(v) Provide an online recordation of project records.

Current Case Study:

Gila Bend Unified School district #24

New building, partial demolition and remodeling

New building 70,000 sq/ft

Total after remodeling of retained structure

app. 115,000 sq/ft

Challenges:

• New work must be completed within a tight budget (approximately 10% less than prevailing costs).
• Construction must take place during school year and building lines for new construction are within proximity of current facilities.
• Existing structures contain hazardous materials that need to be safely and cost effectively abated.
• Lease for existing facilities on Solar panels need to be renegotiated, (3rd party provider).
• Superintendent and management have very little prior building experience.
• Application for potential funding assistance and approval from SFB for adjacent ways requirements is still pending.
• Management has expressed a desire to have state of the art technology and sustainability notwithstanding their tight budget.
Potential Solution

- In depth needs assessment and education process to make respective parties more comfortable with construction and design constraints given financial limitations.
- Design team has agreed that while maintaining functionality and aesthetics budget will be in the forefront.
- Town Officials to possibly waive respective project related fees.
- Opportunity for equipment discounts (concurrent projects/clients).
- Sell off unused electricity generated from existing overdesigned solar panels.
- Contractor is on board to maximize savings.
- Provide a cloud-based project management program to keep everybody dialed in to minimize scope/cost creep.
- We incorporated a new method we developed to increase productivity called “SkillShare”. A student participation program where all involved in the construction share what they are doing with the students through an organized construction education program. This has fostered a high level of team spirit and better communication and productivity throughout the project.

Outcome

While project is pending completion, we are confident, a prevailing positive attitude, team cooperation and a tightly monitored cloud-based project management program will result in the team being on track to meet the tight budget constraints.
Addendum Tab 5

Needs Assessment Analysis
(for reference purposes)

**7 key management issues:**
1. Project management planning
2. Cost management
3. Time management
4. Quality management
5. Contract administration
6. Safety management
7. Define each person’s role and responsibilities

**150 core issues:**

i – PRE-DESIGN PHASE Project justification/value

1. Technical feasibility
2. Economic feasibility/value
3. Political circumstances/pressures
4. Delay in various approvals
5. Competing projects
6. Statutory/regulatory (local, state, federal) constraints
7. Public acceptance Funding/financial
8. Sources of funding
9. Political climate and public support (especially public projects)
10. Potential opportunities and timeliness
11. Bond market and rates
12. Exchange rate
13. Inflation rate
14. Cash flow uncertainties
15. Authorization / appropriation risk(congressional)
16. Underestimation of budget and duration
17. Overestimation of project benefits
18. Adequacy of marketplace supply (vendors, subs, labor, etc.) Scope
19. Management of the scope
20. Clarity of owner’s objectives
21. Effect of interaction with constituents on the scope (e.g., scope creep)
22. Complexity and size of the project
23. Sole source equipment and service providers
24. Opportunity for equipment discounts (concurrent projects/clients)
25. Design and performance criteria
26. Constructability
27. Omissions
28. Selection of preferred alternatives based on limited design information
ii - DESIGN PHASE Design consultants

29. Designer’s qualifications, availability, teamwork spirit
30. Designer’s understanding of cost/schedule management
31. Incomplete design
32. Errors and omissions
33. Design QA/QC
34. Accountability for design
35. System integration
36. Coordination between section designers
37. Liability insurance (e.g., for errors and omissions)
38. Quality of design (proven vs. unproven design, constructible, biddable [multiple bidders])
39. Delays in design deliverables Project/site
40. Design and performance criteria
41. Complexity
42. Subsurface conditions/hazardous materials
43. Unreliable data and test results (geotechnical, hazardous materials, cultural resources, other environmental conditions)
44. Inaccurate or inadequate surveys
45. Design changes
46. Scope changes
47. Scope creep
48. Impacts from abutters Cost estimate and schedule
49. Soundness of engineer’s estimate
50. Omitted quantities
51. Financial costs risk/opportunity
52. Escalation assumptions
53. Underestimation of design effort/costs
54. Completeness and reasonableness of schedule
55. Schedule consistency with project scope
56. Level of schedule detail/integration
57. Inadequate contingency
58. Inadequate force account budget Right of way acquisition
59. Right-of-way appraisal and acquisition
60. Delay in property acquisition/ court injunction preventing property taking Regulatory conditions
61. Licenses, permits, approvals
62. Environmental regulations and requirements
63. ADA requirements for public facilities
64. Delay in various approvals
65. Patent infringements
66. Buy America and other procurement requirements

iii – BID AND AWARD PHASE Project delivery

67. Turnkey, design-build
68. Design-bid-build
69. DBOM
70. Joint venture
71. Single prime
72. Multi-prime
73. Public-private partnerships
74. Guaranteed Max/Gen Contractor (GM/GC)
75. CM @ Risk Contract
76. Fixed price
77. Unit price
78. Cost reimbursable (even in fixed price contracts, parts can be cost reimbursable, for example, work done by utility companies or some railroads)
79. Dated or stale contract documents
80. Contract package size (too big and it may limit the number and type of bidders) Contractor
81. Experience and performance on similar projects
82. Character, capacity, capital, continuity (criteria used by surety)
83. Safety record
84. Need for bonds, bond limits, surety's reputation
85. Familiarity with the area
86. Cost, schedule, and document control practices
87. History regarding claims and change orders
88. History of delivering on-time and on-budget
89. Subcontractor qualifications and capacity
90. Subcontractor roles and responsibilities
91. QA/QC program (contractor and subcontractors)
92. Number of bidders
93. Availability of supplies and subs
94. Unemployment rate in construction trades
95. Workload of regional contractors
96. General economic climate that can affect bidding behavior
97. Material and energy prices
98. Inflation rate, interest rate Regulatory conditions
99. Environmental and ADA requirements
100. Taxes and duties
101. Limitations on the use of overseas materials and equipment Owner/CM involvement
102. Clear definition of CM (Agency) scope and authority
103. Underestimation of the level of effort (soft costs)
104. Supplying of material
105. Testing, inspection, safety
106. Start-up and providing clear access to the site
107. Coordination with local agencies, companies, and community groups
108. Communication channels/MIS Guarantees
109. Contractors' bonds or letters of credit
110. Designer's liability insurance
111. Consequential damages
112. Liquidated damages
113. Performance/quality
114. Cost/schedule

**iv – CONSTRUCTION PHASE**

115. Insurance Coverage and requirements
   - Wrap-up insurance
   - Owner purchased insurance program

116. Site Access

117. Congestion

118. Differing Site Conditions including but not limited to:
   - Soil and rock conditions
   - Water table and flow (underground work)
   - Hazardous waste
   - Other environmental concerns
   - Environmental mitigation and remediation
   - Noise mitigation: supplemental structures, schedule restrictions
   - Security
   - New security concerns leading to shutdowns, etc.

119. Abutting structures and their conditions

120. Abutting contractors

121. Limited work hours, restrictions on activities

122. Maintenance of traffic, restrictions on traffic flow and access to site

123. Disruption to public and businesses

124. Coordination with utilities and other agencies

125. Coordination with suppliers (long-lead orders)

126. Subcontractors’ delay, contractor’s failure to effectively manage subs

127. Weather effects on schedule

128. Cash flow and contractor payments

129. New, untried techniques

130. Noise, dust, fumes, excessive vibrations

131. Utility relocation

132. Errors in the design of temporary facilities

133. Construction errors

134. Accidents

135. Material shortages and large price increases

136. Delays in mobilization (equipment and manpower)

137. Failure of major equipment

138. Hardware/software problems (control systems, integration, etc)

139. Acts of God/force majeure, including but not limited to
   - Inclement weather
   - Earthquake
   - Flood
   - Fire
   - Terrorism
   - Strikes
   - Accidents
140. Large wage fluctuations
141. Sabotage, theft
142. Substance abuse
143. Unions
144. Material wastes

v – POST-CONSTRUCTION PHASE

145. Individual systems and full integrated testing
146. Owner training
147. Full commissioning
148. Occupancy permit (building projects)
149. Warranty issues
150. Complete close-out of all financing, funding, and permitting agreements and conditions
Tab 8. Value Added Products and Services

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

1. LED Lighting applications management
2. Solar panel applications management
3. Technology applications management
4. Owner’s Independent Estimating services (O.I.E.)
### Tab 9. Required Documents

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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 0, 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: Estimating Plus LLC
Print Name: Alan Levin
Address: 12460 E. Cortez Dr #102
City, State, Zip: Scottsdale, AZ 85259
Authorized Signature: [Signature]
Date: March 19th, 2019
Contractor Requirements

Contractor Certification

Contractor’s Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Date

March 19th, 2019

EstimatingPlus LLC
Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature
FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and
      2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS


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.
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 6211 et seq. and 41 CFR Part 301-10.

**FEDERAL CHANGES**

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

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

**NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/Index.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
https://sos.oregon.gov/blue-book/Pages/state.aspx
https://portal.ehawaii.gov/government/
https://access.wa.gov/governmentagencies.html