

**REQUEST FOR PROPOSAL #R10-1132 FOR:  
HVAC INSTALLERS & ENERGY MANAGEMENT  
SERVICES**

January 28, 2022

**Section Two:**  
Proposal Submission, Questionnaire and  
Required Forms

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# Proposal Form Checklist

## The following documents must be submitted with the Proposal

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The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

**PROPOSAL FORM 1: ATTACHMENT B - PRICING**

### QUESTIONNAIRE & EVALUATION CRITERIA:

**PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### OTHER REQUIRED PROPOSAL FORMS:

**PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

**PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**

**PROPOSAL FORM 5: DEBARMENT NOTICE**

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**

**PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**

**PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

**PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**

**PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

**PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT - NOT APPLICABLE**

**PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127) - NOT APPLICABLE**

**PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

**PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**

**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**

**PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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**PROPOSAL FORM 1: ATTACHMENT B – PRICING**

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

| Evaluation Criteria   | Question  | Answer  |
|---|---|---|
| <b>Basic Information</b>  |   |   |
| Required information for notification of RFP results                                | <i>What is your company's official registered name?</i>   | ACCO ENGINEERED SYSTEMS   |
|   | <i>What is the mailing address of your company's headquarters?</i>  | 888 E. Walnut Street<br>Pasadena, CA 91101  |
|   | <i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i> | Patrick A. Rochon<br>Vice President<br><a href="mailto:prochon@accoes.com">prochon@accoes.com</a><br>949-375-1861 |
| <b>Products/Pricing (30 Points)</b>   |   |   |
| Coverage of products and services   | No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination                                       |   |
| Ability of offered products and services to meet the needs requested in the scope   | No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination                                       |   |
| Pricing for all available products and services, including warranties if applicable | <i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>  | Yes   |
|   | <i>Does pricing submitted include the required administrative fee?</i>  | Yes   |
|   | <i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>  | Yes, preferred customer contract labor rates.<br>Please see regional labor rates page 79.                         |

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| <p>Ability of Customers to verify that they received contract pricing</p>    | <p><i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i></p>  | <p>Yes – all product service offerings and pricing labor rates are referenced on attachment B.</p>  |
|  | <p><i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i></p>  | <p>Diverse experience and a flexible approach with guaranteed fixed pricing on all project services and installations. ACCO is able to provide list pricing on all necessary products and equipment. Pricing adjustments or discounts can be provided based on the time of order or project based on the quantity and market. Please refer to pricing matrix for services provided.</p>   |
| <p>Payment methods</p>   | <p><i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i></p>  | <p>Service and project invoices are managed at a local level by each branch and are electronically distributed based on customer requirement. The invoices are typically billed based on progress billing or completion of work on a monthly basis. ACCO accepts multiple payment options via ACH, Check, &amp; Credit Card.</p>  |
| <p>Other factors relevant to this section as submitted by the Respondent</p> | <p>No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination</p>   |   |
| <p><b>Performance Capability (25 Points)</b></p>                             |  |   |
| <p>Ability to deliver, design, and install products and services</p>         | <p><i>Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i></p> | <p>ACCO Engineered Systems is a full service mechanical, electrical &amp; plumbing (MEP) contractor with in-house engineering services. We have the expertise, experience and manpower to handle any size and any type of project, from a small preventative maintenance repair to a large new ground up facility. Our dedicated know-how and design build approach ensures that every complex building system (MEP) will run efficiently and deliver the best possible results tailored to each and every project or service. Please refer to our general information and capabilities brochure within this document for all product offerings and approach.</p> |
|  | <p><i>Please outline any other services you provide, such as energy management, design, equipment rentals, financial services, etc.</i></p>  | <p>In-house sheet metal and piping fabrication, Building Automation and Energy management services, plumbing service and repair, certified air balance, chiller services, back-flow testing, fire-life safety sprinkler systems, underground piping, leak detection, project financing services, HVAC equipment and electrical rentals, &amp; rigging.</p>  |
|  | <p><i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i></p>  | <p>California, Arizona, Nevada, Idaho, Washington, Oregon</p> <p>See page 78.</p>   |
|  | <p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p>  | <p>Over 24 office locations across our geographical footprint - Please see company map listed on the last page of the General Capabilities Brochure. See page 78.</p>   |

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| History of meeting the delivery, installation, and maintenance timelines | <i>Outline the typical installation and startup process, anticipated timelines and any ongoing maintenance that may be required.</i>  | <p>Project Management: When we accept a job, we accept all the responsibility that goes with it. A Project Manager supervises the project from the initial contact through conceptual studies, engineering design, energy studies, sales, and construction (including final start-up and balancing). The responsibility continues through final acceptance and the warranty period.</p> <p>An ACCO Project Manager will be your personal representative for all customer related needs. This individual is your contact from the inception of your project through completion and on-going warranty. Your Project Manager’s responsibility is to get your job done...on time and on budget.</p> <p>ACCO pioneered this single source of responsibility to assure that we adhere strictly to all of the project requirements, quality demands and time schedules. We meet your deadlines.</p> <p>Keeping on schedule requires a large amount of up-to-date information. ACCO maintains a computerized database on all projects to allow project managers to have immediate access to up-to-date labor reports, equipment and materials status, and time and cost accounting. We guarantee price, performance, and schedule.</p> |
| Response to emergency orders and maintenance repair/requests             | <i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>   | ACCO provides 24/7 emergency service hotline to all contract customers with a guaranteed 2 hour response time. All service requests are received and dispatched at a local branch level to our primary technicians that are most familiarized with each customer site.   |
|  | <i>Indicate your company’s ability to provide temporary heating and cooling when needed</i>   | We can provide customized temporary heating and cooling solutions to keep buildings in operating conditions during emergency repairs or replacement projects.  |
| Ability to meet the warranty needs of members                            | <i>Describe the warranty, including equipment, parts, labor, software, hardware and any other service or equipment that would require a warranty. Include how you support the warranty.</i>   | ACCO typically follows the warranty services through each OEM manufacture recommendations on all projects. Our warranty department responds with all warranty request to ensure customer warranty requests are followed.   |
| Customer service/problem resolution                                      | <i>Describe your company’s Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>   | ACCO provides 24/7 emergency service hotline to all contract customers with a guaranteed 2 hour response time. All service requests are received and dispatched at a local branch level to our primary technicians that are most familiarized with each customer site.   |
| Financial condition of vendor  | <i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed refence letters</i> | <p>Current Assets :</p> <p>FY 2020 – \$662,044,000<br/> FY 2019 – \$632,238,000<br/> FY 2018 - \$521,332,000</p> <p>Current Liabilities:</p> <p>FY 2020 - \$486,438,000<br/> FY 2019 – \$460,604,000<br/> FY 2018 - \$394,769,000</p>  |

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|   |  | <p>Total Long Term Debt:</p> <p>FY 2020 \$138,659,000<br/> FY 2019 - \$222,791,000<br/> FY 2018 – \$214,308,000</p> <p>Total Net Worth:</p> <p>FY 2020 - \$320,800,000<br/> FY 2019 - \$233,383,000<br/> FY 2018 - \$155,812,000</p> <p>Total Bonding Capacity - \$ 1 Billion</p> <p>Total Available Bonding Capacity - \$450 Million</p> |
|   | <p><i>What was your annual sales volume over last three (3) years?</i></p>   | <p>2018 - Rev \$1,246,190,000 Net Income: \$31,548,000<br/> 2019 – Rev \$1,483,232,000 Net Income: \$42,715,000<br/> 2020 – Rev \$1,599,136,000 Net Income \$48,087,000</p>   |
| <p>Capabilities related to ordering, estimation, reporting, and overall website ease-of-use</p> | <p><i>Provide relevant information regarding your ordering/estimation process, reporting process, and quality control procedures.</i></p>  | <p>Please refer to general capabilities brochure within this document.</p>  |
| <p>Training &amp; Implementation</p>  | <p><i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i></p>                               | <p>All training and support is provided based on customer requests during project turnover and close out of each project.</p>   |
| <p>Security protocols</p>   | <p><i>Describe security protocols in place, including cybersecurity and the safe transmission of data</i></p>  | <p>N/A</p>  |
| <p>Integration with other platforms</p>   | <p><i>Describe any integrations your organization can provide with other platforms or systems.</i></p>   | <p>N/A</p>  |
| <p>Other factors relevant to this section as submitted by the Respondent</p>                    | <p><i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i></p> | <p>ACCO has proprietary work order software services for customers to receive real time check in / check out updates once each work order is complete and can be customized based on customer requirements.</p>   |



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|   | <i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>   | Please see AON EMR Rating Sheet attached. See page 53 & 54.   |
| <b>Qualification and Experience (25 Points)</b>                   |   |   |
| Respondent reputation in the marketplace                          | <i>Provide a link to your company's website</i>   | www.accoes.com  |
|   | <i>Please provide a brief history of your company, including the year it was established.</i>   | <p>Since 1934, owners and builders have selected ACCO Engineered Systems to design, install, and maintain hundreds of thousands of mechanical projects. ACCO is an employee-owned company dedicated to the design, fabrication, installation, maintenance and service of commercial and industrial HVAC, refrigeration, plumbing, process piping, and building automation systems.</p> <p>ACCO has gained a wealth of knowledge since its founding, and has grown to be the largest and most experienced environmental firm in the Western United States, and among the top three nationwide.</p> <p>Whether your project is a low or high-rise office building, a shopping mall, hospital, semiconductor fabrication facility or pharmaceutical manufacturing plant...ACCO can design, build, install, and maintain a mechanical system to meet your needs.</p> <p>ACCO has found success by evaluating overall system performance, ease of installation, reliability and long term energy consumption costs, and how these variables relate to an owner's needs. Through innovative engineering, comprehensive design solutions, consistent work quality, and qualified maintenance; ACCO confidently delivers the best possible solution.</p> <p>ACCO offers complete in-house engineering, fabrication, installation, commissioning, and service capabilities. This integrated delivery system provides customers with the most practical, cost effective solutions for their particular mechanical and control system requirements.</p> <p>ACCO is licensed in the States of Arizona, California, Florida, Hawaii, Idaho, Nevada, Oregon, Utah and Washington.</p> |
| Past relationship with Region 10 ESC and/or Region 10 ESC members | <i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>   | No  |
| Experience and qualification of key employees                     | <i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:<br/>* Executive Support<br/>* Account Manager<br/>* Contract Manager</i> | <p>Executive Support:<br/>Patrick A Rochon<br/>Vice President<br/>Southern Region Facility Service</p> <p>Account Manager – will be handled at the local branch level depending on location of the project.</p>   |

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|   | <p>* Marketing<br/>* Billing, reporting &amp; Accounts Payable</p>  | <p>Contract Manager – Hugh Palmer</p> <p>Marketing – Damion Martin</p> <p>Billing, Reporting and Accounts Payable – will be handled at the local branch level depending on location of the project.</p>  |
| Past experience working with the public sector  | <p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p>  | Local Municipalities, University's, Judicial Council of California, Unified School Districts, Counties, Water Districts  |
|   | <p><i>What is your strategy to increase market share in the public sector?</i></p>  | Piggyback contracting, owner direct purchasing, professional services, GSA   |
| Past experience in JOC estimation   | <p><i>What is your past experience working with JOC estimation, if any?</i></p>   | Over 7 years' experience with Gordian / Sourcewell, NCPA, CMAS & GSA   |
| Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors | <p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>   | <p>Yes, please see attached litigation spreadsheet.</p> <p>Please see page 79.</p>   |
| Minimum of 5 public sector customer references relating to the products and services within this RFP          | <p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p> | <p>Antelope Valley Unified School District / Pacific West Energy<br/>Energy Projects - HVAC &amp; DDC Control System upgrades<br/>\$ 6 Million +<br/>Luz Enriquez – Project Manager<br/>562 327 4203<br/>Mat Havens<br/>661 726 7649<br/>mhavens@avhsd.org</p> <p>Hawthorn Unified School District / Pacific West Energy<br/>Energy Project – HVAC and DDC controls retrofit<br/>Bipolar Ionization<br/>\$6 Million +<br/>Luz Enriquez – Project Manager<br/>D: 562 327 4203</p> <p>City of Santa Ana<br/>HVAC Maintenance, Repair &amp; Retrofit<br/>Bipolar Ionization<br/>Volume - \$500 K<br/>Phil Neff – Facilities Maintenance<br/>714 719 2526<br/><a href="mailto:pneff@santa-ana.org">pneff@santa-ana.org</a></p> |

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|  |   | <p>City of Irvine<br/> HVAC Maintenance, Repair and Retrofit<br/> Volume \$2 Million +<br/> Michael Courtney – 949 724 8209<br/> <a href="mailto:Mcourtney@cityofirvine.org">Mcourtney@cityofirvine.org</a></p> <p>Redlands Unified School District<br/> HVAC systems repairs<br/> Bipolar Ionization<br/> Volume - \$1 M +<br/> James Fotia<br/> 909 754 3252<br/> james_fotia@redlands.k12.ca.us</p> |
| <p>Certifications in the Industry</p>  | <p><i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i></p> | <p>Please refer to our contractor license certifications within this documents. See page 47.<br/> Contractor License Number: 120696<br/> Issue Date: 07/24/1950<br/> Expiration Date: 12/31/2023<br/> Classifications:<br/> C-4<br/> C-20<br/> C-36<br/> C-38<br/> C-10<br/> B<br/> A<br/> ASB</p>   |
| <p>Company profile and capabilities</p>                                      | <p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p>   | <p>ACCO Engineered Systems is a authorized distributor and OEM products with in-house sheet-metal and piping fabrication facilities. Please refer to general capabilities and information brochure.<br/><br/> See page 55–78</p>   |
| <p>Other factors relevant to this section as submitted by the Respondent</p> | <p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>   | <p>ACCO is a privately held employee owned organization.</p>   |

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|  | Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here. |   |
| <b>MWBE Status and/or Program Capabilities (10 Points)</b>     |  |   |
| MWBE status, subcontractor plan, and/or joint venture program  | <i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>  | Not applicable  |
|  | <i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>  | Not applicable  |
|  | Please attach any certifications you have as part of your response to Form 6.  |   |
| Good faith efforts to involve MWBE subcontractors in response  | <i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>   | Yes, ACCO has MWBE subcontractor partners such as electricians, insulators, certified air balance, and general construction companies. We partner when time and project needs are requested.  |
| Demonstrated ongoing MWBE program                              | <i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>  | Please refer to answer above. ACCO will reach out to our MWBE partners when required in bid documents.  |
| <b>Commitment to Service Equalis Group Members (10 Points)</b> |  |   |
| Marketing plan, capability, and commitment                     | <i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>  | We have a complex government marketing strategy to implement this opportunity to our sales team throughout the company similar to other Cooperative Contracts we currently have under agreement.  |
|  | <i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>   | We have implemented strategic government contract training for our sales and operations teams across the company to understand how government purchasing operates and the legalities behind each contract that we currently have under agreement. This has made ACCO a preferred government contractor across the western region and successful in owner direct government contracting across our geographical footprint. |
|  | <i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide</i>   | Agreed  |

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|   | <i>permission for reproduction of such logo in marketing communications and promotions</i>   |  |
| Ability to manage a cooperative contract                              | <i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>  | We have in-house contract compliance managers that will oversee the use and management of this contract to make sure all compliance procedures and reporting is followed on a timely basis.  |
|   | <i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>  | National Cooperative Alliance<br>Gordian / Sourcewell<br>California Multiplier Award Schedule<br>General Services Administration   |
| Commitment to supporting agencies to utilize the contract             | <i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i> | ACCO Engineered Systems has a large government contract base across our footprint. If awarded this contract, we would approach our existing contract customers with the option of direct purchasing through this contract when each opportunity presents themselves. Additionally, we work with new customers in our customized marketing strategies to identify Capital Improvement Projects and budgets. |
| Other factors relevant to this section as submitted by the Respondent | <i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>   | We have over 200 sales representatives across our company footprint. Please refer to company map for geographical territories.<br><br>See page 78.   |
|   |  |  |

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

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

Please see page 47 - contractors license


**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

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

Potential Vendor: ACCO Engineered Systems

Title of Authorized Representative: Vice President

Mailing Address: 265 McCormick Ave. Costa Mesa, CA 92626

Signature: 


**PROPOSAL FORM 5: DEBARMENT NOTICE**

I, the Vendor, 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: ACCO Engineered Systems

Title of Authorized Representative: Vice President

Mailing Address: 265 McCormick Ave. Costa Mesa, CA 92626

Signature: 



**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

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



\_\_\_\_\_  
Signature of Respondent

02/28/2022

\_\_\_\_\_  
Date

**PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**

**Contractor’s Employment Eligibility**

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

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

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

The Respondent 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 Region 10 ESC Participating entities in which work is being performed.

---

**Fingerprint & Criminal 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 Respondent 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.



\_\_\_\_\_  
Signature of Respondent

02/28/2022

\_\_\_\_\_  
Date

**PROPOSAL FORM 8: 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 proposal, 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 proposal, 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 proposal 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.

**VENDOR** ACCO Engineered Systems


**ADDRESS** 265 McCormick Ave.

Costa Mesa, CA 92626

**PHONE** 714 352 2226

**FAX** 714 352 2227


**RESPONDANT**

  
\_\_\_\_\_  
Signature

Patrick A. Rochon  
Printed Name

Vice President  
Position with Company

**AUTHORIZING OFFICIAL**

  
\_\_\_\_\_  
Signature

Patrick A. Rochon  
Printed Name

Vice President  
Position with Company

## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**

**BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree?   
(Initials of Authorized Representative)

**TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree?   
(Initials of Authorized Representative)

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

|                         |                    |       |        |
|-------------------------|--------------------|-------|--------|
| ACCO Engineered Systems | 265 McCormick Ave. |       |        |
| <hr/>                   |                    |       | Compan |
| y Name                  | Address            |       |        |
| Costa Mesa              | CA                 | 92626 |        |
| <hr/>                   |                    |       | City   |
|                         | State              | Zip   |        |

**PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

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

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?                                 *Ram A. Tam*                                

(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience

of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

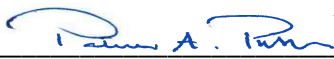
Does vendor agree? 

(Initials of Authorized Representative)

### 3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? 

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

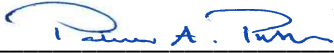
Does vendor agree? 

(Initials of Authorized Representative)



**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? 

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? 

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? 

(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? 

(Initials of Authorized Representative)

### 9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree? 

(Initials of Authorized Representative)

### 10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? 

(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree?                     *Ramon A. Turm*                    

(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree?                     *Ramon A. Turm*                    

(Initials of Authorized Representative)

**13. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree?                     *Ramon A. Turm*                    

(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

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

Does vendor agree?                     *Ramon A. Turm*                    

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

                    *Ramon A. Turm*

Company Name

ACCO Engineered Systems

---

Signature of Authorized Company Official



---

Printed Name

Patrick A. Rochon

---

Title

02/28/2022

---

Date

## **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and 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. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



02/28/2022

---

Signature of Respondent

Date

**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** ACCO Engineered Systems

**Street:** 265 McCormick Ave

**City, State, Zip Code:** Costa Mesa, CA 92626

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Patrick A. Rochon, an authorized representative of ACCO Engineered Systems, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

| Name | Address | Interest |
|------|---------|----------|
| None |         |          |
|      |         |          |
|      |         |          |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 Vice President  
**Authorized Signature and Title**

02/28/2022  
**Date**

**PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

**Company Name:**

**Street:**

**City, State, Zip Code:**

*State of New Jersey*

*County of \_\_\_\_\_*

*I, \_\_\_\_\_ of the \_\_\_\_\_*  
*Name City*

*in the County of \_\_\_\_\_, State of \_\_\_\_\_ of full*  
*age, being duly sworn according to law on my oath depose and say that:*

*I am the \_\_\_\_\_ of the firm of \_\_\_\_\_*  
*Title Company Name*

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Authorized Signature & Title*

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of New Jersey  
My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL



**PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

**Company Name:** ACCO Engineered Systems

**Street:** 265 McCormick Ave.

**City, State, Zip Code:** Costa Mesa, CA 92626

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.*

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
- 2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_  
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education \_\_\_\_\_

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
**Authorized Signature and Title**

\_\_\_\_\_  
**Date**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

## PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**


Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

|              |                         |        |       |
|--------------|-------------------------|--------|-------|
| Vendor Name: | ACCO Engineered Systems |        |       |
| Address:     | 265 McCormick Ave.      |        |       |
| City:        | Costa Mesa              | State: | CA    |
|              |                         | Zip:   | 92626 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Patrick A. Rochon Vice President  
Signature Printed Name Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
|                  |                |      | \$            |
|                  |                |      |               |
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Check here if the information is continued on subsequent page(s)

**Continuation Page**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_ of \_\_\_\_\_

Vendor Name:

| <b>Contributor Name</b> | <b>Recipient Name</b> | <b>Date</b> | <b>Dollar Amount</b> |
|-------------------------|-----------------------|-------------|----------------------|
|                         |                       |             | \$                   |
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Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**



**PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Sole Proprietorship

Limited Liability Partnership

Corporation

Limited Partnership

Limited Liability Corporation

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

|  |                                       |
|--|---------------------------------------|
| Name:  | Name:                                 |
| Home Address:  | Home Address:                         |
| Name:  | Name:                                 |
| Home Address:  | Home Address:                         |
| Name:  | Name:                                 |
| Home Address:  | Home Address:                         |
| Subscribed and sworn before me this ____ day of _____, 2 ____. | _____ (Affiant)                       |
| (Notary Public)  | _____ (Print name & title of affiant) |
| My Commission expires:   | (Corporate Seal)                      |

**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents 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.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. *(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. *(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

02/28/2022  
Date

 Vice President  
Authorized Signature & Title

**PROPOSAL FORM 22: VENDOR CONTRACT AND 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 proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal 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.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name ACCO ENGINEERED SYSTEMS

Address 265 McCormick Ave.

City/State/Zip Costa Mesa, CA 92626


Telephone No. 949-375-1861

Fax No.

Email address prochon@accoes.com

Printed name Patrick A Rochon

Position with company Vice President

Authorized signature 

Term of contract March 1, 2022 to February 28, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
Jana Melsheimer (Apr 20, 2022 10:36 CDT)  
Region 10 ESC Authorized Agent

4/20/22  
Date

Dr. Jana Melsheimer  
Print Name

Equalis Group Contract Number R10-1132A



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **120696**

Entity CORP

Business Name ACCO ENGINEERED SYSTEMS INC

Classification(s) C-4 C20 C36 C38 C10 B A C16



Expiration Date 12/31/2023

[www.csib.ca.gov](http://www.csib.ca.gov)



**Zurich North America Surety**

Phone 213-270-0807

777 S. Figueroa Street, Suite 3900  
Los Angeles, CA 90017

Fax 213-270-0845

October 22, 2021

Re: **ACCO Engineered Systems**  
Surety Bonding Reference

To Whom It May Concern:

Fidelity and Deposit Company of Maryland ("F&D"), a Zurich Company, acts as surety for **ACCO Engineered Systems ("ACCO")** its contracting matters. F&D is a major, national provider of contract surety bonds, is listed in the Federal Register as a surety acceptable on Federal projects and enjoys a Bests Guide rating of A+XV. We are a licensed, admitted surety in all fifty United States and its territories.

Our relationship with ACCO dates back to 1989. Over the years we have supported ACCO with bid, performance and payment bonds in the \$150 million per project and \$1 Billion aggregate program ranges. This would not preclude us from considering projects and a program in excess of those parameters. Based upon our knowledge of ACCO's management, construction experience and current financial position, we have every confidence in its ability to successfully undertake, manage and complete projects within those parameters and within its areas of expertise.

For your information ACCO is a well-known, California based HVAC specialty contractor. It is without reservation that we recommend this construction firm to you.

Sincerely,  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Simone Gerhard, Attorney-in-Fact

**COLORADO ALL-PURPOSE ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado

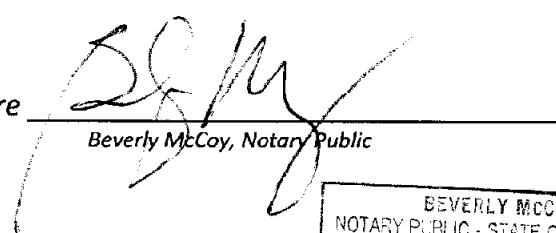
County of Larimer

On OCT 22 2021 before me, Beverly McCoy, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Beverly McCoy, Notary Public

BEVERLY MCCOY  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20194011#92  
My Commission Expires 3/25/2023



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6<sup>th</sup> day of March, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of OCT 22 2021.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

# SAFETY PROGRAM



*ACCO Engineered Systems is an employee owned contractor with expertise in the areas of heating, ventilating, air conditioning, refrigeration, process piping, plumbing, building control systems, as well as service retrofit and maintenance.*

*ACCO is a fully integrated company with complete in-house engineering, fabrication, installation, commissioning and service capabilities. This integrated delivery system allows ACCO to provide its customers with the most practical, cost effective solutions for their particular mechanical and control system requirements.*



## Tomorrow is the reward for being safe today.

ACCO has an extensive and detailed Safety Program to establish compliance with the applicable regulations and provide the best safe practices to ensure the health of our employees. A copy of the Safety Program/IIPP is available upon request.

### Safety Training

ACCO provides the following safety training to our employees to protect them and those around them:

- Employee Safety Orientation
- Confined Space Entry
- Asbestos Awareness
- Respirator Training
- Respirator Fit Testing
- CPR/First Aid
- Fall Protection/Awareness
- Forklift Certifications
- Scaffold Awareness
- Trench/Excavation Awareness
- Supervisor Safety Training
- Hazard Communication (MSDS)

In addition to this training, ACCO conducts weekly safety meetings with all employees to raise safety awareness. General Foremen Safety Meetings are conducted on a quarterly basis to review incidents and update safety training.

### Injury Management Program

ACCO is committed to ensuring employees who are injured the best resources to rehabilitate themselves. ACCO does its best to provide meaningful temporary alternative work for injured employees. In addition, we make our best efforts to ensure injured employees receive the best medical care available to them.

#### Contact:

Southern CA 800-998-2226  
Northern CA 800-598-2226  
Seattle, WA 888-718-2226  
Boise, ID 800-231-0305

#### Offices:

Greater Los Angeles | San Diego | Orange County | Bakersfield  
San Francisco Bay Area | Fresno | Redding | Sacramento  
Seattle, WA | Boise, ID | Visit Us Online: [accoservice.com](http://accoservice.com)



October 1, 2021

Mr. Carlton Seyforth  
Corporate Director of Risk  
ACCO Engineered Systems, Inc.  
888 East Walnut Street  
Pasadena, California 91201

Re: ACCO Engineered Systems, Inc.  
CA – Experience Modification Rating (EMR)  
Ten-Year Historical

Dear Carlton,

Please be advised that Aon Risk Insurance Services is the insurance broker for ACCO Engineered Systems, Inc. The following is a ten-year history of ACCO's California Experience Modification as published by the California Workers Compensation Rating Bureau:

| <u>Effective Year</u>  | <u>Experience Modification</u> | <u>Insurance Carrier</u>         |
|------------------------|--------------------------------|----------------------------------|
| 10/1/2012 to 10/1/2013 | 0.54                           | XL Specialty Insurance Company   |
| 10/1/2013 to 10/1/2014 | 0.50                           | XL Specialty Insurance Company   |
| 10/1/2014 to 10/1/2015 | 0.49                           | XL Specialty Insurance Company   |
| 10/1/2015 to 10/1/2016 | 0.52                           | XL Specialty Insurance Company   |
| 10/1/2016 to 10/1/2017 | 0.52                           | XL Insurance America, Inc.       |
| 10/1/2017 to 10/1/2018 | 0.54                           | Arch Indemnity Insurance Company |
| 10/1/2018 to 10/1/2019 | 0.47                           | Arch Indemnity Insurance Company |
| 10/1/2019 to 10/1/2020 | 0.49                           | Arch Indemnity Insurance Company |
| 10/1/2020 to 10/1/2021 | 0.53                           | Arch Indemnity Insurance Company |
| 10/1/2021 to 10/1/2022 | 0.73                           | LM Insurance Corporation         |

If you should have any questions, please contact me.

Best Regards,

Bill Hyndman  
Senior Account Specialist  
Aon Risk Insurance Services





**engineered  
systems**



## GENERAL INFORMATION & CAPABILITIES



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HVAC SHEET METAL & PIPING • COMMISSIONING • RETRO-COMMISSIONING  
PLUMBING • BUILDING SERVICES • PROCESS PIPING • ENGINEERING  
BIM/3-D MODELING • FABRICATION • BUILDING AUTOMATION SYSTEMS  
INDUSTRIAL CONSTRUCTION & PIPING • ENERGY SERVICES • RIGGING



# WELCOME TO THE WORLD OF ACCO

ACCO Engineered Systems is an employee-owned mechanical contractor with specialties in heating, ventilating, air conditioning, refrigeration, plumbing, process piping, building automation, industrial construction and service. Through an engineering oriented approach, we provide these services to the new construction and existing building markets. ACCO's driving force is to satisfy the complex, engineered systems needs of buildings/facilities. We do this in a valued-added, cost effective one-stop shop manner by:

- Using our best in class know-how to deliver customized, value-added systems at a competitive level
- Structuring exceptional value deals
- Leveraging our project management and delivery capability to take control, deliver with speed, and provide a single point of accountability



# About ACCO Engineered Systems

ACCO Engineered Systems was founded in 1934 as Air Conditioning Company (ACCO), a proprietorship, by Ira Prentiss Fulmor at 1005 Santa Fe Street, Los Angeles. The former name of the company was chosen to indicate what the company did because few people knew about air conditioning. In 1949, the business moved from downtown Los Angeles to Glendale, and again in 2019 to Pasadena. In 1950, ACCO transformed from an air conditioning distributor and became an independent corporation. Kenneth D. Simon was President from 1969 to 1980, Theodore M. Seidman was President from 1981 to 1989, followed by John Aversano in 1990, Peter Narbonne in 2014 and Jeff Marris in 2016.

Over the years, ACCO has grown to become a leader in the design, installation and service of industrial, commercial, high-rise, residential, and institutional air conditioning, heating, ventilation, plumbing, process piping and Direct Digital Control (DDC) systems. ACCO's name was changed in 2002 to ACCO Engineered Systems to better reflect the various aspects of its business. A national trade publication regularly ranks ACCO among the 5 largest heating, ventilating and air conditioning contractors in the nation. ACCO's offices and manufacturing facilities reside on more than 20 acres across the western U.S.

The construction work areas include office buildings, biopharmaceutical, semi-conductor, medical centers and hospitals, micro-electronics, manufacturing plants, entertainment, retail, telecommunications, educational facilities, data centers and high-rise residential. ACCO has completed work in Arizona, California, Florida, Hawaii, Idaho, Illinois, Louisiana, Maryland, Michigan, Nevada, New Jersey, New Mexico, Oregon, Tennessee, Texas, Utah, Virginia, Washington, Washington D.C. and Mexico.

ACCO's headquarters is located in Pasadena, CA, with other principal offices located throughout California, Nevada, Idaho, Oregon and Washington.







ACCO IS A MEMBER OF THE SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC. (SMACNA), THE MECHANICAL CONTRACTORS ASSOCIATION OF AMERICA, INC.(MCAA), AND MECHANICAL SERVICE CONTRACTORS OF AMERICA (MSCA).

# Project Management

## Your Personal Representative

At ACCO, when we accept a job, we accept all the responsibility that goes with it. An ACCO Project Manager supervises the project from the initial contact through conceptual studies, engineering design, energy studies, estimating, sales, construction and commissioning. This responsibility continues through final acceptance, as well as the warranty period.

Your project manager's responsibility is to get your job done — on time and on budget. ACCO pioneered this single source of responsibility to ensure strict adherence to all of the project requirements, quality demands and time schedules.

## Keeping Your Project on Schedule

Keeping on schedule requires a large amount of up-to-date information. ACCO maintains a computerized database on all projects to allow project managers to have immediate access to up-to-date labor reports, equipment and materials status and time-and-cost accounting.

## Diverse Experience & Flexible Approach

ACCO has successfully completed many different types of projects from simple warehouse installations to complex semiconductor and bio-tech fabrication facilities requiring the most advanced technological skills. We can work with an engineer of your choice to develop and analyze systems for your project, or you can utilize ACCO's in-house engineering resources to design a system for your project that meets your quality and budget requirements. In both cases, we guarantee price, performance and schedule.



# Safety

ACCO is a large organization with rapid growth, but safety has remained a core value of our business. We developed a detailed Safety Program to establish compliance with applicable regulations and maintain safety excellence. The result is an industry-leading Experience Modifier Rate (EMR), which reflects workers' compensation loss performance. ACCO's extensive safety training emphasizes the best practices to ensure the health and well-being of our employees. A copy of our Safety Program is available upon request.

## ACCO Provides the Following Safety Training to Our Employees to Protect Them and Those Around Them.

- Employee Safety Orientation
- Confined Space Entry
- Asbestos Awareness
- Respirator Training
- Respirator Fit Testing
- CPR/First Aid
- Fall Protection Awareness
- Forklift Certifications
- Scaffold Awareness
- Trench/Excavation Awareness
- Supervisor Safety Training
- Hazard Communication (SDS)

In addition to this training, ACCO conducts weekly safety meetings with field and shop employees to raise safety awareness. General Foremen Safety Meetings are conducted on a quarterly basis to review incidents and update safety training.

## Injury Management Program

ACCO is committed to ensuring employees who are injured have access to the best rehabilitation resources. ACCO does its best to provide meaningful, temporary alternative work for injured employees. In addition, we make our best efforts to ensure injured employees receive the best medical care available.





# Fabrication & Installation

State-of-the-art fabrication facilities are necessary to control cost and ensure quality in the mechanical contracting industry.

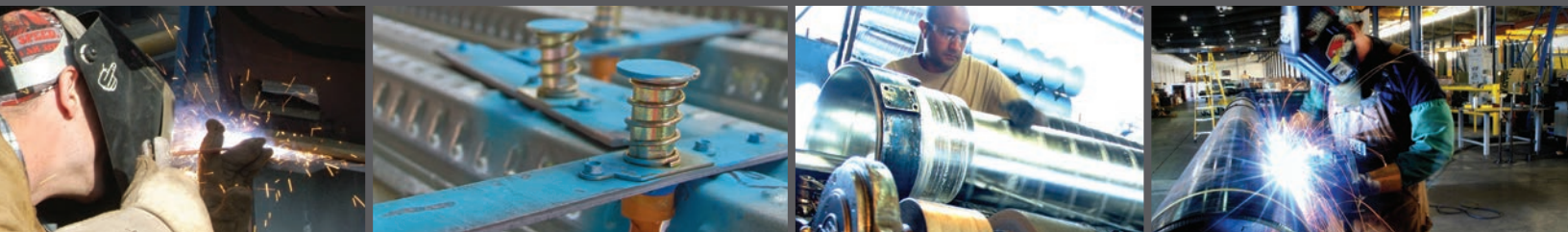
To effectively service our geographical areas of work, ACCO has fully automated, computer-aided fabrication facilities in Commerce (2), Covina, San Leandro, Sacramento, San Diego and Vacaville. These fabrication plants produce in excess of 12 million pounds of fabricated sheet metal per year and more than 270,000 diameter inches of welded and grooved mechanical piping.

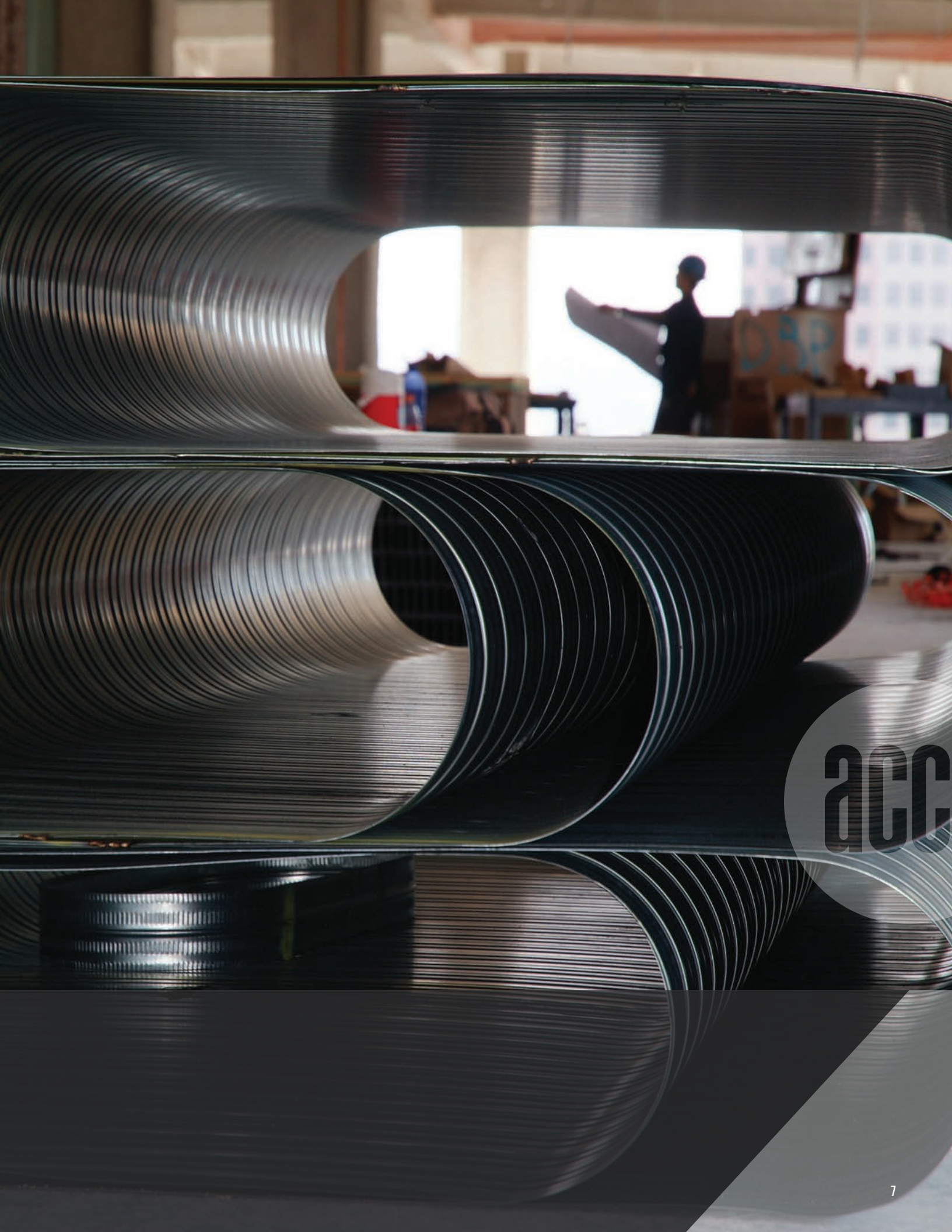
Our Los Angeles facilities include a modern 70,000 square foot sheet metal shop with an 11,000 square foot warehouse and tool crib located in Commerce, CA. We also have a piping and plumbing fabrication shop located in Commerce that includes 200,000 square feet of prefabrication and warehouse space with 12 cranes in four bays on a 10-acre parcel.

In order to fully serve our Northern California operations, ACCO has fabrication facilities in San Leandro, which include a 38,000 square foot sheet metal fabrication shop, an 18,000 square foot warehouse and tool crib, an 11,000 square foot pipe fabrication shop and a separate 30,000 square foot plumbing fabrication shop.

Our Sacramento facilities include 5,000 square feet of plumbing fabrication, 9,000 square feet of piping fabrication and 17,000 square feet of sheet metal fabrication.

To complement our Los Angeles and Bay Area facilities, we also have a validated process piping fabrication facility in Vacaville, CA, and a piping and plumbing fabrication facility in San Diego.





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# ACCO's Project Approaches

## Design-Build

Design-Build brings together a partnership of the owner, architects, general contractors and trades. As part of the Design-Build team, ACCO engineers analyze the owner's requirements, reviewing concepts and systems on a price/performance basis. Realistic project budgets can be established early in the process. Design-Build speeds up the entire construction process as we proceed seamlessly from design into construction with known project costs. Design-Build is the best way to avoid constant change orders, project escalation and cost overruns.

## Integrated Project Delivery

Integrated Project Delivery (IPD) is a concept that has been incorporated into all areas of ACCO's capabilities. As a Design-Assist and Design-Build contractor, we regularly participate in the collaborative design and planning elements IPD is known for, allowing us to determine the best way to accommodate the individual needs of each project. ACCO's Project Managers are unique in that they manage a project's mechanical and/or plumbing scope of work from start to finish, playing an integral role in the design, cost control, construction, commissioning and handover.

## Design-Assist

In the Design-Assist method of delivering work, our engineers work closely with your design and construction team to clarify the operational benefits of the project. We will analyze alternates on a price/performance basis. Our engineers' knowledge of installation, maintenance and long-term operating costs will help deliver the maximum value for dollars spent. When appropriate, we'll recommend using alternative designs, different materials and more efficient installation methods.

DESIGN-BUILD IS THE BEST WAY  
TO AVOID CONSTANT CHANGE ORDERS,  
PROJECT ESCALATION AND COST OVERRUNS.



## Plan-Spec

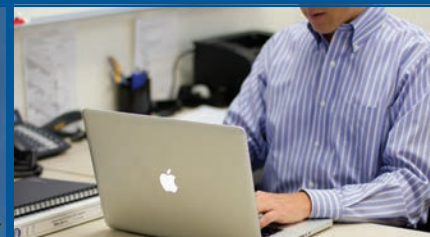
ACCO brings decades of experience to construction projects that mandate a fixed-price bid on a detailed set of construction documents. We examine the plans and specifications, determine the lowest possible cost and then build exactly what was designed. By working closely with the architect and engineering teams, our project managers anticipate issues and work to avoid change orders and cost overruns.

## Lean Production & Construction

Internally, ACCO manufactures much of its own materials and has implemented Lean methods in order to reduce costs and inventory in our shops. We rely on pull scheduling, which requires effective project planning and efficiency, to reduce the amount of sheet metal and pipe we keep in inventory. Our shops also provide the opportunity to prefabricate and preassemble much of what is delivered to the field—increasing quality and safety due to the clean, controlled shop environment—and reducing labor and installation time in the field. By leveraging shops throughout the western United States, we are able to make more frequent just-in-time deliveries consisting of the exact amount of materials needed for a specific portion of the job. This reduces the impact on other trades in the field by minimizing the amount of material staged on the floor and around the job site.

## Target Value Design

Target Value Design (TVD) is a method closely aligned with Lean production, Lean construction and Integrated Project Delivery. It consists of designing a project to the customer's predetermined budget requirements, rather than establishing cost after the design is completed. TVD builds cost into the design process and minimizes waste in the production and construction process. It is a fundamental change in thinking from "expected costs" to "budgeted costs." The guiding factor for TVD is that the target cost for a project should never be exceeded. Typically, cost follows design. However, on projects where TVD is used, cost dictates what gets designed to ensure that the target cost is not exceeded. One mechanism for providing this rapid cost feedback is extracting quantities from the virtual model and model-based estimates. As a result, rapid cost feedback to the design team is paramount in this process.



# Engineering

## The Foundation

Engineering is the foundation of outstanding mechanical and plumbing systems. The challenge is to transform innovative ideas into practical and reliable systems.

ACCO leads with the right concepts to meet your needs and brings the advantage of system fabrication and installation know-how to capitalize on the best means and methods for cost-effective results.

We focus beyond the initial installation to ensure that your system is designed to last and function reliably for many years under varying conditions and requirements. Our engineers utilize the experience of our commissioning and service professionals to design systems that will be serviceable and perform efficiently for the long term.

Regardless of project scale or complexity, our engineering staff will work with your design team and contractors to guarantee you are provided with the best design to meet your requirements. We will also ensure your project is complete, coordinated and code compliant.

## Services

- **3-D Modeling and Design Coordination**
- **Preconstruction Services and Planning**
- **Energy Conservation**
- **Systems Evaluation/Comparison and Economic Analysis**
- **Code Compliance or Variances**
- **LEED® Certification**
- **Retrofits & Upgrades**
- **Applications Engineering**







ARCO

OUR ENGINEERS ARE COMMITTED TO PROVIDING  
CREATIVE SOLUTIONS, COST-EFFECTIVE DESIGNS  
AND RELIABLE PERFORMANCE.





SINCE 1934, OWNERS AND BUILDERS  
HAVE SELECTED ACCO TO DESIGN, INSTALL AND  
MAINTAIN MORE THAN 250,000 MECHANICAL PROJECTS.

## BIM & 3-D Modeling

ACCO stands at the forefront of Virtual Design and Construction (VDC), using three-dimensional (3-D) BIM visualization software for pre-construction trade coordination and product fabrication for HVAC, process, plumbing and industrial projects. Due to the space impact of these systems, ACCO often leads the coordination process and works with the general contractor and subcontractors to facilitate and manage coordination utilizing BIM software such as Autodesk's Navisworks and BIM 360. ACCO has the capability to facilitate 3-D coordination meetings, including creation and management of Clash Detection reports. Coordination meetings can be held in our ACCO offices, facilitated at a jobsite or hosted electronically utilizing Web Conferencing.

ACCO has more than 20 years of experience utilizing 3-D BIM software to accelerate our sheet metal and piping fabrication. ACCO uses Autodesk's fabrication software, which contains a library of fabrication level parts and objects used in both CAD and Revit environments. Applying Lean construction principles, our 3-D capability permits significant prefabrication of duct and pipe, as well as just-in-time delivery.

Our recent experience with challenging coordination projects includes HVAC, process and plumbing scopes within hospitals, laboratories and CGMP manufacturing facilities. ACCO brings knowledge and depth to any design and construction team, providing a catalyst for successful implementation of VDC.

## Heating, Ventilation & Air Conditioning

Mechanical systems are the heart of buildings. They make buildings more marketable, more comfortable and more profitable. A properly designed, installed and maintained mechanical system conserves energy, cuts absenteeism, increases productivity and reduces tenant turnover. It can save a great deal of money.

Since 1934, owners and builders have selected ACCO to design, install and maintain hundreds of thousands of projects. That is because there is more to HVAC at ACCO than heating, ventilation and air conditioning. Where other companies see boilers, pumps, chillers and air handlers, we see entire systems. We see beyond the piping and the sheet metal on the drawings. We look for the best solution to meet your requirements. We evaluate your initial designs to find cost-effective solutions that deliver the same, or superior performance. We recommend smarter alternatives and upgrades to avoid problems and improve efficiency.

Whether we are providing conditioned air for an office building, meeting the acoustical needs of a performing arts theater or designing highly filtered air for bio-pharmaceutical clean rooms, our system-wide approach is unique in the industry. We deliver value, guarantee all your components work together as specified and lower the long-term costs of operation and maintenance.



# Plumbing

ACCO's plumbing department is comprised of more than 1,000 engineers, designers, tradespeople, project managers and support staff. The size and scope of our workforce gives us the capacity to perform projects of all types, sizes and levels of complexity. We utilize the latest technology available to take projects from their conceptual stages through completion. ACCO is recognized in the industry for working on many of the most high-profile projects throughout the western United States.

Our clients demand quality, speed and efficiency. In order to accommodate these needs, we have four dedicated fabrication facilities located in San Leandro, Commerce, Covina and San Diego. These spaces enable us to produce pre-built sections of plumbing systems, equipment skids and finish within a controlled environment. We use Lean production principles to maximize effective production levels. This practice, coupled with our large warehouse capacity, helps eliminate delays due to inventory access. Completed prefabricated materials are delivered to jobsites using just-in-time delivery, minimizing the impact to the project and saving time on even the most ambitious construction schedules.

ACCO Engineered Systems has strong alliances with local unions. A long history of successful labor management and coordination means that your project will not suffer due to the inability to effectively staff a project, no matter the crew size, shift type or schedule.

## Capabilities Include:

- Design-Build/Assist
- 3-D CAD/BIM Detailing
- Preconstruction/VDC
- In-House Engineering
- In-House Prefabrication
- All Commercial and Industrial Project Types
- Full MEP Construction

## Project Types:

- Healthcare/OSHPD
- Mixed-Use Residential
- Hospitality
- Education
- New Construction/Renovations/TI/Retrofits
- Parking Structures
- Core and Shell
- High-Rises
- Laboratories
- Food/Beverage Service and Processing
- Office Buildings
- Themed Entertainment
- Amusement Parks
- Transportation Facilities (Road/Rail/Air)
- Industrial Complexes
- Site Utilities



# Building Automation Systems

ACCO has more than 25 years of experience in the Building Automation industry and offers complete Direct Digital Control (DDC) system solutions. We are one of the largest independent DDC system solution providers in the western United States and employ experts on a diverse range of systems.

Our goal is to provide superior design, installation and continuous service support for our customers through our dedicated DDC control branch locations. Each location is staffed with experienced project managers, application engineers and highly skilled technicians that are trained in several lines of control products, including: Automated Logic, Distech Controls, Reliable Controls, Johnson Controls, Siemens, Trane and Tridium-based systems. As system integrators, we provide you with the best solution for your facility that will be cost-effective, provide improved occupant comfort, and most importantly, reduce energy consumption. These solutions include, but are not limited to: mechanical and electrical system optimization, energy reduction strategies and lighting control.

Our DDC Project Managers are your point of contact from concept and design, through the budgeting process, installation, commissioning and warranty, with linkage to aftermarket service. There are no hand-offs in this process.

## Industrial Construction

ACCO has a strong commitment to quality, which includes our current ASME/AWS Quality Program and Manual.

- B31.1, 3, 9 & AWS Quality Programs in place
- Site-specific quality plans are authored for each project, ensuring compliance with required specifications
- QA/QC Inspectors are certified in accordance with ASNTTC 1a and/or AWS-QC1 for visual examinations
- ACCO has more than 100 approved welding procedures covering carbon, stainless and chrome steels
- Site-specific safety plans



# Process Piping

As a full service mechanical contractor, ACCO is also at the forefront of customer needs in all aspects of process systems. ACCO's process piping department complements our HVAC and plumbing groups to provide complete mechanical design, fabrication, construction and services offerings to the marketplace.

ACCO is a leader in process piping systems, including pharmaceuticals, bio-pharmaceuticals, industrial, medical devices or diagnostics, micro-electronics, bio-fuels and solar cell manufacturing. We are ready to take responsibility for any phase of the project, from design through installation and commissioning. We are your one source of responsibility for a properly functioning process facility.

Our engineers' in-depth knowledge of FDA requirements enable us to comply with all regulations in the pharmaceutical/bio-pharmaceutical sectors. We study and create innovative solutions for compliance with the Code of Federal Regulations (CFRs), Center for Disease Control and National Institute of Health (CDC/NIH), ASME's Bio-Process Engineering Standards and ISPE Baseline guidelines.

ACCO's advanced Engineering Turnover Package and commissioning programs are your quickest solution to a validation-ready facility. We start the process before any procurement to guarantee a consistent product at completion. Across all systems, each document is correctly requested, collated and organized for quick and easy reference for your validation team.

In the high technology sector, whether it be photonics fabrication for fibre optics, micro-machines or integrated circuits, ACCO can quickly and efficiently design, execute and commission your installation. Our engineering will provide cost-effective design of high purity gas and chemical delivery. Our experienced engineers will guide the design from programming to detailed engineering. We create the P&IDs and quickly turn out 3-D AutoCAD models for form and fit. Our prefabrication and field installation methods will execute an efficient construction schedule. Then, our commissioning experts will ensure all systems are performing to expectations.

ACCO's process piping group is skilled in all types of pharmaceutical and high tech work, including both cGMP and GLP establishments, vivariums and high technology process facilities. Systems include: bulk chemical distribution, ultra-high purity water (including water for injection), clean in place and high purity gas distribution.







OUR ENGINEERS' IN-DEPTH KNOWLEDGE OF FDA REQUIREMENTS  
ENABLE US TO COMPLY WITH ALL REGULATIONS IN THE  
PHARMACEUTICAL/BIO-PHARMACEUTICAL SECTORS.







# Building Services

ACCO has one of the largest and most experienced service departments in the nation. We provide service and long-term maintenance agreements in more than 11,600 facilities throughout the western United States. Properly maintained mechanical and control systems conserve energy, increase productivity and satisfy the needs of owners, tenants and production managers.

ACCO field service mechanics are trained signatory apprentices and journeymen dedicated solely to servicing HVAC mechanical and plumbing systems, DDC Controls systems and water treatment applications.

ACCO has one of the most modern fleets in the industry. We have more than 1,400 truck and sprinter van-based mobile field mechanics who can respond on-site in less than four hours, 24 hours a day, seven days a week.

ACCO reduces emergency repair costs by providing comprehensive maintenance solutions. This extends the life of the equipment, prevents catastrophic failures and ensures energy efficiency.

ACCO's service team can handle any size and any type of project, from a small package system to a complex manufacturing facility. We have the experience and know-how to ensure that your system will run efficiently and deliver the best possible results tailored to your needs.

## Preventive Maintenance

Protect your investment

## Equipment Repairs

Get your system back up and operating, quickly and expertly, minimizing impact on process and building operations

## Equipment Modernization

Replace, upgrade, modernize, and retrofit your facility's systems due to age, obsolescence or energy efficiency

## Just-In-Time Service Delivery

Guaranteed two-hour emergency response time for our contract customers

## Qualified Technicians

The best and most highly trained in the industry

## Chiller Service

Our Centrifugal Group specialists are trained and certified to service and repair all types of chillers

## Water Treatment

Our qualified technicians can prevent tube fouling, maintaining system capacity and efficiency

## Tenant Improvements

Prevent employee discomfort, reduced productivity, loss of revenue and increased vacancies

## Direct Digital Controls

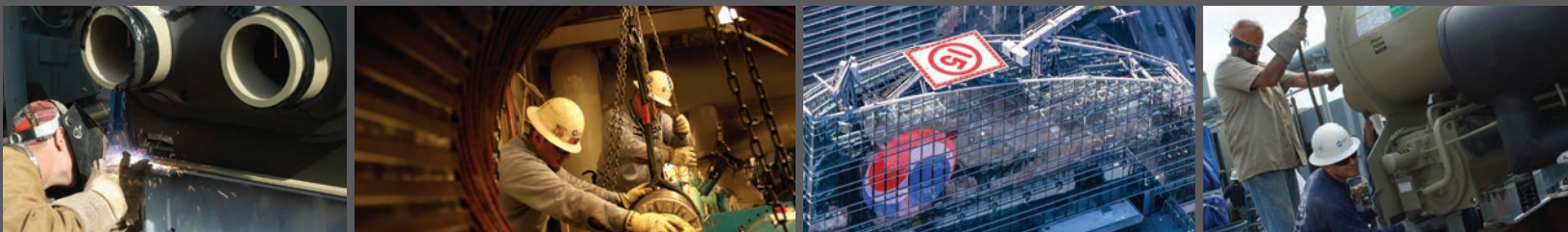
Designed and installed by ACCO, provide operational efficiency in your processes and building

## Commissioning Services

Ensures that the performance of installed equipment and its peripheral systems operate at their peak by adhering to the design specifications

## Predictive Diagnostic Services

Offers an early warning system, which alerts and minimizes possible equipment failures before they happen



# Commissioning

Office buildings must be comfortable for the occupants. Recording studios must be quiet. Fabrication facilities must be clean. Mechanical systems must be properly designed, installed and set up for proper operation. ACCO is NEBB (National Environmental Balancing Bureau) certified in air and water balance, HVAC compliance, field installation, verification and sound and vibration.

ACCO's commissioning technicians provide the final system balancing, verification and documentation, ensuring the systems function as designed.

## Retro-Commissioning

Commissioning existing buildings offers substantial energy savings and improved operation. Our group is retro-commissioning certified and can assist in obtaining utility rebates where available.

# Energy Services

ACCO is leading the way to a greener tomorrow with our energy services capabilities. Energy service projects are loosely defined as those which incorporate improved levels of energy efficiency and reduced utility costs as a primary project objective and which often incorporate much needed facility infrastructure upgrades as part of the scope of work. By leveraging the resulting energy cost savings, companies are often able to fund replacements and upgrades previously not budgeted.

## ESCO Partnerships

Energy Service Companies (ESCOs) perform energy audits, study environmental impacts of site construction, provide financing to customers and guarantee savings that result from the implementation of various energy efficiency measures. ACCO has a long history of working with established and successful ESCO firms under a partnership arrangement. ACCO supports our ESCO partners by providing manpower, tools, technicians, engineering, budgeting and preliminary layout and design drawings during the pre-construction phase of energy-focused projects. During construction, ACCO provides required manpower and supervision for the mechanical and electrical trades. Oftentimes, at the customer's request, ACCO fills the role of overall site superintendent and oversees the hiring and management of all other construction trades.

## Services

- Central Plants and Retrofits
- Renewable Energy
- Energy Efficiency and Retro-Commissioning
- Automation and Lighting



# Building Confidence in Mechanical Design, Construction & Service

ACCO has gained a wealth of knowledge since its founding and has grown to be the largest and most experienced environmental firm in the western United States, and among the top five nationwide.

ACCO has found success by evaluating overall system performance, ease of installation, reliability and long term energy consumption costs and how these variables relate to an owner's needs. Through innovative engineering, comprehensive design solutions, consistent work quality and qualified maintenance; ACCO confidently delivers the best possible solution.

ACCO offers complete in-house engineering, fabrication, installation, commissioning and service capabilities. This integrated delivery system provides customers with the most practical, cost effective solutions for their particular mechanical, plumbing and control system requirements.

Whether your project is a low or high-rise office or residential building, a shopping mall, hospital, semi-conductor fabrication facility or pharmaceutical/bio-pharmaceutical manufacturing plant, ACCO can design, build, install and maintain a mechanical system to meet your needs.

# ACCO LOCATIONS



FOR OFFICE INFORMATION, VISIT US ONLINE AT: **ACCOES.COM**

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OR-65555, UT-76118975501, WA-UBI601003669, IA-C134181

# ACCO Engineered Systems

## Construction-Related Claims (2017-2021) Against ACCO

| Year | File Date | Case No./Court                                      | Project             | Location           | Plaintiff           | Owner               | Description of Claim   | Amount of Claim | Resolution |
|------|-----------|---|---------------------|--------------------|---------------------|---------------------|--|-----------------|------------|
| 2019 | 12/19     | CVDS 1938757 / San Bernardino County Superior Court | CSUSB Swimming Pool | San Bernardino, CA | Lexington Insurance | CSU San Bernardino  | Indemnity alleging installation issues                                       | \$960,456       | Pending    |
| 2019 | 11/19     | CGC-18-569761 / San Francisco County Superior Court | Arterra Mission Bay | San Francisco, CA  | Lend Lease          | Arterra Mission Bay | Indemnity alleging installation issues on a multi-family condominium project | TBD             | Pending    |

**Note: Settlement amounts that were confidential cannot be disclosed.**