

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

January 28, 2022

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Proposal Form Checklist

The following documents must be submitted with the Proposal

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 FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☐ **PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☐ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☐ **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**
- ☐ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
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- ☐ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
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- ☐ **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
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Mechanical Inc. d/b/a Helm Service, d/b/a Helm Mechanical
	<i>What is the mailing address of your company's headquarters?</i>	2279 Yellow Creek Rd, Freeport, IL 61032
	<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>	Ermin Arslanagic, Account Manager, earslanagic@helmgroupp.com, 847-207-7268
Products/Pricing (30 Points)		
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>	We will research and submit all energy incentive through local utilities for any installations eligible. Where applicable we will apply to relevant grants and incentives.

Ability of Customers to verify that they received contract pricing	Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?	yes
	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.	Helm will utilize the JOC method of pricing and will utilize RS Means as unit price catalog.
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	<p>Invoices are provided as directed by contract or customer preference, via USPS, email, or online portal submissions.</p> <p>Invoices are generated based on the scope of work:</p> <ul style="list-style-type: none">• Spot repairs are typically billed weekly, upon completion of work• Preventative Maintenance contracts are billed monthly, quarterly, semi-annually, or annually, based on customer preference as defined in agreement• Projects billings are on a monthly cycle and are generated based on percentage of work completed. <p>Either Check or ACH payments are accepted</p>
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Ability to deliver, design, and install products and services	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.	<p>Helm Service is a leader in Mechanical/Electrical/Plumbing and specifically HVAC industry. We are named #3 specialty contractor of the 2021 in ENR Midwest magazine.</p> <p>Our capabilities include inhouse BIM, 3D scanning, Sheet Metal and Piping fabrication followed by energy efficiency modeling capabilities. We typically do not sell these services but use them to support and complement our construction and service efforts. We have construction team that self-performs over 2,000,000 workhours annually with a combined workforce of over 1,100 employees which include over 190 technicians dedicated to Building Services. These technicians provide expert service, training, and certification not only from trade specific education, but certification from industry leading equipment manufacturers.</p> <p>Helm specializes in servicing and maintaining all manufacture brand HVAC, plumbing, refrigeration, and electrical systems.</p> <p>o HVAC Refrigeration</p> <ul style="list-style-type: none">• Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating., Absorption)• Cooling medium (e.g., air, water)• Brand Name(s)• Capacity Range (tons)• Standard Warranty (Parts & Labor)• Optional Warranty (components covered & Labor)• Estimated Lead/Delivery Time

		<ul style="list-style-type: none"> • Location of Manufacturing (City, State or Country) • Range of Efficiencies (KW/Ton) • Estimated Market Share (North America) • Provide example data on each type of product provided • Detail Features & Benefits <p>o Indoor Air Quality Products and Devices</p> <ul style="list-style-type: none"> • Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.) • Brand Name(s) • Capacity Range • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Range of Efficiencies • Estimated Market Share (North America) • Provide example data on each type of product provided • Detail Features & Benefits <p>o Unitary</p> <ul style="list-style-type: none"> • Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water source, mini-splits) • Brand Name(s) • Capacity Range • Heating Medium (Electric, Gas, Steam, Hot Water) • Cooling Medium (DX, Chilled Water) • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Range of Efficiencies (EER, SEER, COP) • Estimated Market Share (North America) • Provide example data on each type of product provided • Detail Features & Benefits <p>o Air handling</p> <ul style="list-style-type: none"> • Type (e.g. central station-manufactured or custom makeup air, fan, filter, coil sections) • Brand Name(s) • Fan Types (e.g. Backward incline, Forward curve, airfoil) • Capacity Range (CFM) • Heating Medium (Electric, Gas, Steam, Hot Water) • Cooling Medium (DX, Chilled Water) • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Estimated Market Share (North America)
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		<ul style="list-style-type: none"> • Provide example data on each type of product provided • Detail Features & Benefits <p>o Air Terminal Devices and Heating Products</p> <ul style="list-style-type: none"> • Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors) • Brand Name(s) • Capacity Range (CFM) • Heating Medium (Electric, Gas, Steam, Hot Water) • Cooling Medium (DX, Chilled Water) • Standard Warranty (Parts & Labor) Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Estimated Market Share (North America) • Provide example data on each type of product provided • Detail Features & Benefits <p>o DDC Controls</p> <ul style="list-style-type: none"> • Type (core components, end devices, lighting, panels)Brand Name(s) • System Protocol (BACnet, LonWorks, Proprietary or Combo) • LAN Communication Structure (Peer-to-peer, Polling) • Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals) • Third party interface (Drivers and Gateways) • Remote alarm and message capabilities • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Estimated Market Share (North America) • Detail Features & Benefits <p>o Cooling Towers</p> <ul style="list-style-type: none"> • Type (e.g., open, closed, evaporative, other) • Brand Name(s) • Capacity Range (tons) • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Range of Efficiencies • Estimated Market Share (North America) • Provide example data on each type of product provided • Detail Features & Benefits <p>o Pumps</p> <ul style="list-style-type: none"> • Type (e.g., single stage, split case, end suction, inline, circulator, turbines) • Brand Name(s)
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		<p>Capacity Range (GPM)</p> <ul style="list-style-type: none"> • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Range of Efficiencies • Estimated Market Share (North America) • Provide example data on each type of product provided • Detail Features & Benefits <p>o Invertors</p> <ul style="list-style-type: none"> • Brand Name(s) • Capacity Range (HP) • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Estimated Market Share (North America) • Provide example data on each type of product provided • Detail Features & Benefits <p>o Boilers & Water Heaters</p> <ul style="list-style-type: none"> • Type (e.g., modulating, condensing, cast iron, water tube, packaged, other) • Brand Name(s) • Heating Medium (Electric, Gas, Steam, Hot Water) • Capacity Range (MBH) • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Range of Efficiencies • Estimated Market Share (North America) • Provide example data on each type of product provided • Detail Features & Benefits <p>o HVAC Specialty Products</p> <ul style="list-style-type: none"> • Type (e.g., modular, outside/inside, Steam & Thermal Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers, Geothermal) • Brand Name(s) • Heating Medium (Electric, Gas, Steam, Hot Water) • Cooling Medium (DX, Chilled Water) • Capacity Range (CFM and/or MBH) • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Location of Manufacturing (City, State or Country) • Range of Efficiencies
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		<ul style="list-style-type: none"> • Estimated Market Share (North America) • Provide example data on each type of product provided • Detail Features & Benefits <p>o Equipment Parts and Supplies</p> <ul style="list-style-type: none"> • Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other) • Brand Name(s) stocked • Location of stocking parts • Standard Warranty (Parts & Labor) • Optional Warranty (components covered & Labor) • Estimated Lead/Delivery Time • Percentage of locally stocked parts to delivered parts • Detail Features & Benefits <p>Startup & Commissioning Services</p> <ul style="list-style-type: none"> • Define process for validation of system or equipment operation to Design. <p>Helm provides, services, installs, and maintains all manufacturers brands and typically, we self-perform startups and commissioning on the equipment we install if factory startup is not included in the scope. Start-ups are performed per the manufacturer's recommendations and ASHRAE Standard guidelines. See attached startup sheets for more detail.</p>
	<i>Please outline any other services you provide, such as energy management, design, equipment rentals, financial services, etc.</i>	<p>Energy management, Mechanical and plumbing expertise related to water parks, aquatics, Industrial and Hospital design and construction, Banking relations to help with lease and bond issuances. Pre-engineering, engineering and fabrication capabilities (as supporting services to service and installation)</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>	Our services are offered in all 50 states. Our furthest installation is in Hawaii, and we regularly work throughout continental US related specialty work of aquatics and industrial. More traditional construction and HVAC work is offered in continental US but our focus is Midwest.
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	<p>Helm Corporate / Freeport Three fabrication locations all in Illinois Four Chicagoland offices and offices in Peoria, IL, Champaign, IL, Milwaukee, WI, Nebraska, NE, Lenexa, KS</p>
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>	Startups are self-performed by our technicians that have been certified and trained by product manufacturers. Manufacturer recommended guidelines are followed and a checklist provided, typically by the Manufacturer, is filled out. Checklist is included in the closeout documentation at the end of the project. If factory startups are included in a project, we fill out all required checks pre-startup and will be in attendance during the factory startup to assist as needed. In addition to the factory startup checklist, Helm tech will fill out an electronic startup form via their tablet that is automatically sent to the project manager as each piece of equipment is started and functionally checked for proper operation.
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>	Helm is available 24/7/365 for emergency service calls and staffs an afterhours on call central dispatch service. Helms central dispatch center, allows for 2-hour emergency response within the locations and regions we support. Our GPS offers our dispatchers the ability to send the closest available tech to the emergency.

	<i>Indicate your company's ability to provide temporary heating and cooling when needed</i>	Helm Service is a mechanical Service Contractor with access to top industry products through our manufacturer and vendor relationships. Due to the volume of work performed by Helm, we have access to all types and sizes of temporary cooling/heating systems through various vendor relationships. In addition, we work with our customers who may be at risk (i.e. aging equipment and/or lack of redundancy) to identify and develop contingency plans that will result in a quick and pre-planned response should temporary heating or cooling be required in an emergency situation.
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>	Helm provides a quality guarantee, and we offer a 1 years workmanship warranty on our installations, building controls or any software we install. Extended warranties are customizable based on the customer's needs. Depending on the clients needs and what the manufacturers will offer, typical warranties are for 1, 2, or 5 years. Helm is not an equipment manufacturer; however, if a product we install is found defective, we will work with the manufacturer to replace it asap. Helm uses a service database where customer information and all service and project related workorder, equipment list, pm scheduling, and billing information is kept. When a customer is initially set up, their equipment information, i.e model, serial number, age, brand name, area or equipment it serves, and area it is located in are documented, amount of refrigerant in each circuit, and associated PM tasking are entered and tracked. This information can be accessed and updated by the technician when they are on site. If Helm replaces or installs new equipment the equipment information is updated within the system (either by the tech through his tablet or a CSR in office) and the warranty start date is entered accordingly.
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>	Helm operates and owns all of its service centers with approximately 190 technicians. Helm operates a central dispatch center in Freeport, IL plus dispatch centers in Omaha, Lenexa, and Milwaukee and provides services 24/7/365. The dispatch centers are staffed Monday – Friday from 7am – 3:30 pm and afterhours, weekends, and holidays, the calls are routed to a call center with live representatives. Helms dispatch centers allow for 2 hour emergency response within the locations and regions we support. Our GPS offers our dispatchers the ability to send the closest available tech to the emergency. Service Centers: Freeport – 60 Techs Chicago – 45 Techs Peoria – 10 Techs Wisconsin – 15 Techs Champaign – 15 Techs Omaha – 25 Techs Kansas – 12 Techs Controls/Electrical – 15 Techs
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 & bond ratings, letters of credit, and detailed refence letters</i>	Balance Sheet as of December 31, 2020 Total Assets: \$147,662,308 Total Current Assets: \$115,162,963 Total Liabilities: \$80,639,468 Total Current Liabilities: \$73,775,960 Total Equity: 67,022,840 Available line of credit with bank: \$30,000,000

		<p>Bond Limits:</p> <ul style="list-style-type: none"> Total \$500,000,000 Per Job - \$200,000,000 <p>Bonding Company: Fidelity & Deposit of Maryland/Zurich Best Rating: A+ / XV Length of time with surety: Since 2004</p>
	<i>What was your annual sales volume over last three (3) years?</i>	<p>2018: \$303,914,530 2019: \$269,555,128 2020: \$343,113,270</p>
Capabilities related to ordering, estimation, reporting, and overall website ease-of-use	<i>Provide relevant information regarding your ordering/estimation process, reporting process, and quality control procedures.</i>	<p>Helm employs in house mechanical and structural engineers, including licensed professional engineers, energy managers, and LEED associates who are responsible for calculations, load estimates, equipment selection, sizing and approving system layout. When the project progresses from design to construction, our project managers and supervisors are responsible for installing the specified products and systems, as well as implementing any energy conservation measures applicable to the design. If project is sold directly we will review available incentives and grants (usually from local utility companies).</p> <p>Helm service has various levels of management.</p> <p>Upper Management – Responsible for operations including procurement of work with safety, quality, and customer satisfaction. They provide leadership, direction, and assistance to project managers and superintendents while establishing policies and procedures within the company.</p> <p>Project Managers – Responsible for overall management direction on existing projects through planning, organization, and staffing of all key field positions. They establish project objectives, policies, and procedures for the job site while maintaining relationships with owners, designers, and other contractors. They monitor and control construction through administrative direction of on-site Superintendent or foreman to ensure the project is built as required and as scheduled. They are responsible for the coordination of materials, suppliers, and subcontractors.</p> <p>Superintendents – Responsible for all decisions at field level on a daily basis including planning, scheduling, coordination, and supervision of labor forces, subcontractors, and materials. They are directly responsible for the quality of workmanship, job site safety, and utilization of proper tools and equipment. They ensure requests for information, timesheets, and progress meetings are properly recorded and forwarded as needed. They are responsible for the early resolution of problems and maintaining a good relationship with the owner, architect, engineer, and other contractors.</p>
Training & Implementation	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	<p>Helm will provide all necessary documents (hard copy and/or electronic) to our customers, including installation, operation, maintenance manuals, warranties for all equipment installed, as-built documentation, in person training, and video recorded owner training if requested. On projects where BIM is utilized, the files will be turned over to customer for their records or FM Software needs.</p> <p>We are open to additional training, inquiries and/or service agreement needed to support agency vbased on the project delivered.</p>
Security protocols	<i>Describe security protocols in place, including cybersecurity and the safe transmission of data</i>	<p>Helm Group IT is not subject to a formal set of security standards but is compliant with many individual standards. Helm proactively monitors email, network servers, stored data and other network traffic for security threats. Virtual Private Networks and Two-Factor authentication is in place to ensure secure access to systems and data.</p>

		The security tools and standards Helm has in place have been reviewed and accepted by numerous insurance companies as they relate to cyber security bids that have been awarded.
Integration with other platforms	<i>Describe any integrations your organization can provide with other platforms or systems.</i>	We do not manufacture nor are we distributor of any particular product line and integration in our core competency. Our pre-engineering support capabilities are there to support proper installation and service support. Our process is such that we will vet for compatibility of systems before installation and then will assure that technicians are cross trained. We have numerous examples of project sites where we install and maintain various building controls using various equipment. Some of the most prominent are Northwestern University, Abbot Labs or Rockford Public Schools (2 nd largest school district in Illinois).
Other factors relevant to this section as submitted by the Respondent	<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>	Helm has a variety of reporting and billing and reporting options available to meet the needs and requirements of each customer. Each Billing Location can be setup with one or multiple Service Locations associated with it. Service Locations may range from a physical address for an entire campus to specific functional areas or rooms as needed. Detailed information including technician time, materials, equipment, and activity notes are captured in real time. Data is organized and stored by Service Location, by project or job, by service date, and by individual technician.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	EMR History: 2017 – 0.52 2018 – 0.48 2019 – 0.48 2020 – 0.52 2021 – 0.62
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	www.helmgroup.com
	<i>Please provide a brief history of your company, including the year it was established.</i>	<p>Helm (mechanical division) opened its doors in 1969 and provides installation and building maintenance services in the mechanical and plumbing markets. We offer services throughout US but our focus areas are in the states of Illinois, Indiana, Ohio, Kansas, Missouri, Kentucky, Tennessee, Iowa, Nebraska, and Wisconsin. Helm consistently ranks as one of the top 50 mechanical construction firms in the United States and was recently recognized by PM Magazine as 2020 Contractor of the Year. We provide building maintenance services for clients across many markets and have office locations in Freeport, IL; Rockford, IL; Westmont, IL; Peoria, IL; Champaign, IL; Waukesha, WI; Lenexa, KS; Omaha, NE. In addition, we have piping fabrication shops in Freeport and Bridgeview IL and a sheet metal fabrication shop in Rockford IL. With over 160,000 square-feet of floor space, we fabricate for both our own field work and outside customers. Our company self-performs over 2,000,000 workhours annually with a combined workforce of over 1,100 employees which includes over 190 technicians dedicated to Building Services. These technicians provide expert service, training, and certification not only from trade specific education, but certification from industry leading equipment manufacturers.</p> <p>Helm Service Technicians are:</p> <ul style="list-style-type: none"> • MSCA Certified • Hold CFC Certification for refrigerant recovery • Members of a Plumber, Pipefitter, or Sheet Metal Unions • Licensed/Certified as required by local, state, federal, OHSA, and EPA standards <p>Capabilities include, but are not limited to:</p> <ul style="list-style-type: none"> o HVAC/R Service o Plumbing Service o Preventative Maintenance Programs o Equipment Replacement

		<ul style="list-style-type: none"> o Building Automation o New Installation o Municipal Water Meter installation o Water/Waste Water utility renovations o Pipe/Sheet Metal Installation o Fire Damper Inspections o Backflow Certification o Design Build Projects o Performance Contracting projects o Electrical Service/Install o Interior and exterior lighting o Energy Projects/Evaluation
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:</i> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p>Executive Support Name/ Title: Jeff McCoy – President/Helm Service and VP of Helm Mechanical Role: Oversight/Management of all Sales and Operations Experience: 21 years of experience in HVAC industry Education: U.S. Navy (Seabees) Utilitiesman “A” School Customer Service Developmental Training, JCI Controls Institute Leadership Development & Selling, JCI Controls Institute L.I.S.T. Customer Communications, JCI Institute OSHA 10 hour EPA Safety Regulations Leadership Training, Helm Group CPR/First Aid Certified</p> <p>Account Manager Name/ Title: Ermin Arslanagic, Director of Integrated Solutions Role: Develops and maintains long-term relationships with Accounts. Ensures clients received requested products and services in a timely manner. Business Development/Generates sales. Experience: 17 Years experience in the HVAC Industry. Education: BA, Economics from Bogazici University MBA, Loyola University Chicago Graduate School of Business MBA, Mack J. Robinson College of Business</p> <p>Contract Manager</p>

		<p>Name/ Title: Jaymie Nelson, Sales Administrator</p> <p>Role: Internal customer support, sales management, and documentation specialist</p> <p>Experience: .5 year experience in HVAC Industry 15 years' experience in administration specialties</p> <p>Education: AS, Rock Valley College</p> <p>Marketing</p> <p>Name/ Title: Brooke VenHuizen - Marketing and Strategic Business Development.</p> <p>Role: Marketing Collateral, Website, Social Media, Sales Support, Trade Shows.</p> <p>Experience: 9 Years experience in the HVAC Industry.</p> <p>Education: AS, Highland Community College BA, Columbia College - double Major in Bus. Admin & Marketing with Minor in Management</p> <p>Billing, reporting & Accounts Payable</p> <p>Name/ Title: Rick Steder, CPA - General Manager</p> <p>Role: Financial planning & reporting, strategic planning, financial controls, financial systems technology (ERP and consolidation software), and process improvements. Areas of specialization include compliance & stewardship, mergers and business Helm Service 2279 Yellow Creek Road Freeport, IL 61032 815-235-1955 www.helmgroup.com integration, international operations, controllership, manufacturing cost accounting, and strategic planning.</p> <p>Experience: 31 years of experience in this field. 4 years experience in the HVAC Industry.</p> <p>Education: BS, Accounting – Northern Illinois University</p>
Past experience working with the public sector	What are your overall public sector sales, excluding Federal Government, for last three (3) years?	<p>2018 - \$60 Million</p> <p>2019 - \$65 Million</p> <p>2020 - \$69 Million</p> <p>2021 – not available yet</p>
	What is your strategy to increase market share in the public sector?	<p>Helm team excels in two areas:</p> <ol style="list-style-type: none"> 1. Competing in the RFP space for lowest bidder (construction or service)

		<p>2. Reaching directly to the owner to offer Preventative Maintenance and Service support.</p> <p>There are three aspects we have been focusing on in last 12 months with a goal of expanding our public sector business.</p> <ol style="list-style-type: none"> Offer owner direct large turnkey solution focused on Facilities as a Service. Design support, installation, maintenance and financing support (if desired). Position of Director of Integrated Solutions was opened with this in mind. We expect the effort to grow into a department over the coming years. Cooperative Procurement seems to be a very effective procurement process for the Facilities as a Service effort. We already secured contract with TIPS and would very much like to have relationship with Equalis. We are targeting \$10 million in sales opportunities the next 6 to 9 months. Once the process is established and adopted within all Helm branches we would potentially project \$30- \$50 million in sales annually focused on solution based selling/cooperative agreements. Cooperative Procurement can be very effective in our current efforts offering Preventative Maintenance and Service.
Past experience in JOC estimation	<i>What is your past experience working with JOC estimation, if any?</i>	We are currently preparing \$7 million JOC project. We have number of past and current JOC engagement.. We utilize RS Means online estimating and unit price cost catalog. We like them as they provide flexibility.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	Helm has not been involved in any of these circumstances.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<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 & title; city & state; phone number; years serviced; description of services; and annual volume</i>	<ol style="list-style-type: none"> Rockford Public Schools, Michael Phillips, Chief Operations Officer MICHAEL.PHILLIPS@rps205.com, 815-489-7224 Wesley Willows Nursing Home, Bob Moran, Facilities Director, BobM@wesleywillows.org, 815-316-1540 Elmhurst school district #205, Todd Schmidt, Director of Facilities at Elmhurst CUSD 205, tschmidt@elmhurst205.org, 630-617-8326 City of Champaign Mike Anderson, Building Services Supervisor, Mike.anderson@champaignil.gov, 217-714-0422 Northwestern University, James H. Cira, Project Engineer, Facilities / Capital Programs, j_cira@northwestern.edu, 224-307-0191
Certifications in the Industry	<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</i>	See attached at end of this document.

	<i>certifications for sales and service must be included if applicable</i>	
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	Installer
Other factors relevant to this section as submitted by the Respondent	<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>	Company is privately held and there are NO felony convictions.
	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.	
MWBE Status and/or Program Capabilities (10 Points)		
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>	Helm does not hold these certifications
	<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>	Helm has strong Mentor Program with Highland Community College, Freeport, IL where we provide internships and later employment to MWBE and disadvantaged students. We have over 15 internship graduates and currently four of our employees are direct result of the initiative. We are currently trying to replicate the program with school districts and provide trades training in HVAC as a form of learning loss requirement under federal ESSER funding.
	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>	We did not contact any of our MWBE or Minority partners at this stage. We will contact our MWBE or Minority partners once a job order is issued.
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>	Our relationships are project based. We are always looking for new MWBE but rely on existing relationships and references. This is even more important with passing of legislation such as Illinois School Code 105ILCS 5/10 where school districts are encouraged to report electronically on the use of MWBE and veteran organizations. We have a list of MWBE subcontractors based on trade and geography that we engage on a regular basis. We also have presence and liaisons with Women of HVAC and to a lesser degree with other minority organizations.
Commitment to Service Equalis Group Members (10 Points)		
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</i>	Initially, Helm will work with Equalis to educate our key members on the benefits of being an Equalis vendor. Helm will then reach out to current and past public sector clients to educate them on the Equalis program benefits available to them.

	<i>organization's current go-to-market strategy in the public sector.</i>	Marketing efforts will start with a press release of the new Equalis vendor status while also running a social media campaign to reach current and potential clients. These will include LinkedIn and Facebook, Twitter, and Instagram. Along with direct email campaigns via our sales team, we will include press release brochures to be sent along automatically with our electronic service tickets/invoices to notify our existing clients. We will also add the press release and logo to our website. Helm will promote Equalis at the various tradeshow and seminars and recruiting events we participate throughout all of our regions of business.
	<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 developed marketing material to be used by sales force.. We would like to compare our documentation to what Equalis has to offer and improve it further. Some members of our team have used cooperative procurement in the past employments and are familiar with TIPS contract we recently obtained. In parallel we will have individuals, including legal counsel, that can explain and familiarize cooperative procurement and explain those to interested clients. Our engineering team will be trained for RS means and populated pricing and Sales Administrator would help coordinate payments to Equalis.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Yes, we agree
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 full capacity to report sales monthly.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	TIPS USA JOC
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>	Part of engaging with our clients we talk about procurement options. As a company we are very excited about cooperative procurement as a path forward to carve out team and solutions that will meet clients needs: technical (HVAC), financial and operational. This is where we use training with Equalis and our marketing material to further and educate on benefits of cooperative procurement. If the existing or new client is not Equalis member we would explain how to join. We would engage Equalis as requested.
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>	Up to 20 salespeople and managers that will be fully trained plus 120 technicians that will be informed of the offering and the process to engage salespeople on the topic. They are located throughout our offices.

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.

Type	Municipality	State	County	Category
State		IL		Fire Sprinkler
State		WI		HVAC
State	IDPH 055-002372	IL		Plumbing
State		IL		Professional Engineer
State		IL		Fire Marshall
State		IL		Roofing
State		IL		Department of Transportation
Municipal	Elmhurst	IL		HVAC & Plumbing
State		WI		HVAC
Municipal	Glen Ellyn	IL		HVAC
Municipal	Rockford	IL		Mechanical Contractor
Municipal	Independence	KS		
State		IA		Plumbing
State		IA		Contractor
Municipal	Shawnee, KS	KS		Mechanical Contractor
Municipal	Chicago	IL		Business
Municipal	Freeport	IL		HVAC
Municipal	Freeport	IL		Plumbing
Municipal	Bloomington	IL		HVAC
Municipal	DeKalb	IL		HVAC
Municipal	Orland Park	IL		HVAC
County		KS	Johnson	Contractor
Municipal	Springfield			HVAC
Municipal	Bridgeview	IL		Business
Municipal	Buffalo Grove			HVAC
Municipal	Buffalo Grove			Plumbing
Municipal	Cary	IL		HVAC & Plumbing
Municipal	Schaumburg	IL		Contractor
Municipal	Merriam, KS	KS		Mechanical Contractor
Municipal	Clarendon Hills	IL		Contractor
Municipal	Des Plaines	IL		HVAC
Municipal	Rockford	IL		Mechanical Contractor
Municipal	Rockford	IL		Mechanical Contractor
Municipal	Rockford	IL		Mechanical Contractor
Municipal	Chicago	IL		Contractor

Municipal	Streamwood	IL		Plumbing
Municipal	Lake Forest	IL		HVAC & Plumbing
Municipal	Leavenworth, KS	KS		Mechanical Contractor
Municipal	Elmwood Park	IL		HVAC
County			Kankakee	Plumbing & Heating
Municipal	Normal	IL		Plumbing
Municipal	Elgin	IL		Plumbing & Heating
Municipal	Rock Island	IL		Plumbing & Heating
Municipal	East Moline	IL		Plumbing
Municipal	East Moline	IL		Mechanical Contractor
Municipal	Chicago	IL		Drainlayer
Municipal	Normal	IL		HVAC
Municipal	Peoria	IL		HVAC
Municipal	Eddyville, KY			Business
Municipal	McCook	IL		HVAC & Plumbing
Municipal	Palos Heights	IL		HVAC
Municipal	Park Ridge	IL		HVAC & Plumbing
County			Will	HVAC & Plumbing
Municipal	Skokie	IL		HVAC & Plumbing
Municipal	Waukegan	IL		HVAC & Plumbing
Municipal	Harvard	IL		HVAC & Plumbing
Municipal	Pekin	IL		HVAC
County			Cook	HVAC
County			Cook	Plumbing
County			Cook	Sewer
County			Cook	Water
Municipal	Huntley	IL		Contractor
Municipal	Lansing, KS			
Municipal	Winfield	IL		HVAC
Municipal	Berwyn	IL		HVAC
Municipal	Barrington	IL		HVAC & Plumbing
Municipal	New Lenox	IL		HVAC
State		CA		Contractor
Municipal	Plainfield	IL		HVAC & Plumbing
Municipal	Galena	IL		HVAC
Municipal	Rock Falls	IL		HVAC & Plumbing
State		NE		Contractor
Municipal	Chicago	IL		Plumbing
Municipal	Lee's Summit	KS		Business
Municipal	River Grove	IL		Mechanical Contractor
Municipal	Hoffman Estates	IL		HVAC
Municipal	Morris	IL		HVAC
Municipal	Galesburg	IL		Heating
Municipal	Oak Lawn	IL		Contractor
Municipal	Mount Prospect			Plumbing

Municipal	Franklin Park	IL	HVAC
Municipal	Burbank	IL	Mechanical Contractor
Municipal	Wyandotte Cty - Kansas City KS	KS	HVAC
Municipal	North Kansas City, MO	MO	HVAC
Municipal	Rock River Water Reclamation District (RRWRD)	IL	Sewer
Municipal	Rock River Water Reclamation District (RRWRD)	IL	Private Sewer
Municipal	Rock River Water Reclamation District (RRWRD)	IL	Sewer
Municipal	Prairie Village, KS	KS	Mechanical Contractor
Municipal	Wood Dale	IL	HVAC & Plumbing
Municipal	River Forest	IL	HVAC & Plumbing
Municipal	Westmont	IL	Plumbing & Heating
Municipal	Lawrence, KS	KS	Mechanical Contractor
Municipal	Lee's Summit	KS	Mechanical Contractor
Municipal	Raytown, MO	MO	Business
Municipal	Topeka, KS	KS	HVAC
Municipal	Porter County IN	IN	HVAC
Municipal	Belton, MO	MO	HVAC
Municipal	Cicero	IL	HVAC
Municipal	Chicago	IL	GC
Municipal	Leawood, KS	KS	Business
Municipal	DuPage Cty	IL	HVAC & Plumbing
Municipal	Liberty, MO	MO	Contractor
Municipal	Morton Grove, IL	IL	HVAC & Plumbing
Municipal	Romeoville	IL	Mechanical Contractor
Municipal	Itasca	IL	HVAC & Plumbing
Municipal	DeKalb	IL	Plumbing
Municipal	Gurnee	IL	Plumbing
Municipal	Hoffman Estates	IL	Plumbing
Municipal	Morris	IL	Plumbing
Municipal	New Lenox	IL	Plumbing
Municipal	Palos Heights	IL	Plumbing
Municipal	Rockford	IL	Plumbing
Municipal	Hinsdale		Plumbing
Municipal	Rock Island		Plumbing
Municipal	Aurora	IL	Plumbing
Municipal	Mokena	IL	HVAC & Plumbing
Municipal	Sugar Grove	IL	HVAC & Plumbing
Municipal	Aurora	IL	Heating
State		IN	Public Works
State	IOWA DOT	IA	Department of Transportation
Municipal	Sterling	IL	Plumbing & Heating
Municipal	North Chicago	IL	HVAC
Individual		IL	Plumbing

Individual
Individual

IL
IL

Plumbing
Plumbing

PROPOSAL FORM 4: CLEAN AIR WATER ACT

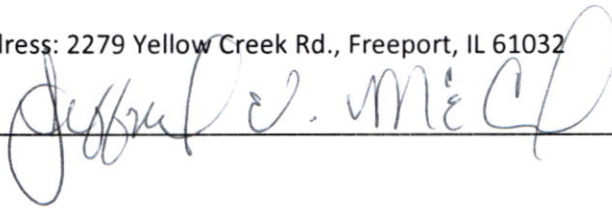
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 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: Helm Service

Title of Authorized Representative: President, Helm Service

Mailing Address: 2279 Yellow Creek Rd., Freeport, IL 61032

Signature: _____

A handwritten signature in blue ink, appearing to read "Jeffrey E. McCall", is written over a horizontal line.

PROPOSAL FORM 5: DEBARMENT NOTICE

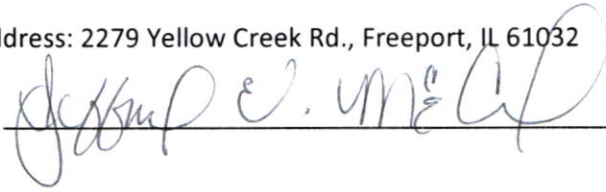
I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Helm Service

Title of Authorized Representative: President, Helm Service

Mailing Address: 2279 Yellow Creek Rd., Freeport, IL 61032

Signature: _____

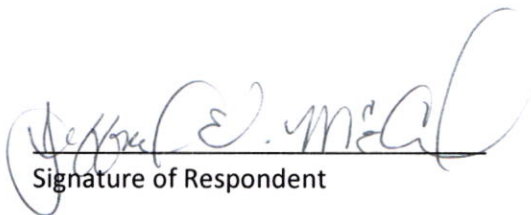
A handwritten signature in blue ink, appearing to read "Joseph E. McAlister", is written over a horizontal line.

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

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

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:

Helm Service

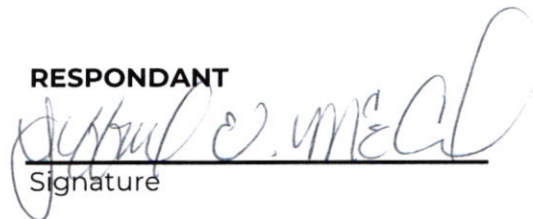
ADDRESS:

2279 Yellow Creek Rd.
Freeport, IL 61032

PHONE: 815-235-1955

FAX: 815-235-1940

RESPONDANT


Signature

Jeffory E. McCoy

Printed Name

President

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

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

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.)

Helm Service
2279 Yellow Creek Road
Freeport, IL 61032

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? _____

(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. 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 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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.

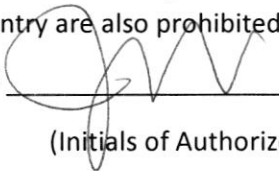
Does vendor agree? _____

(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

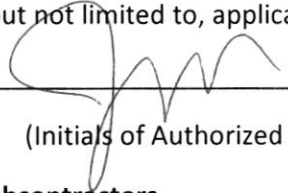
any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau 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? _____

(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? _____

(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.

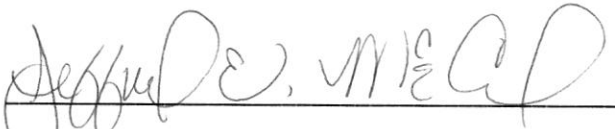
Does vendor agree? _____

(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.

Helm Service

Company Name

_____

Signature of Authorized Company Official

Jeffory E. McCoy

Printed Name

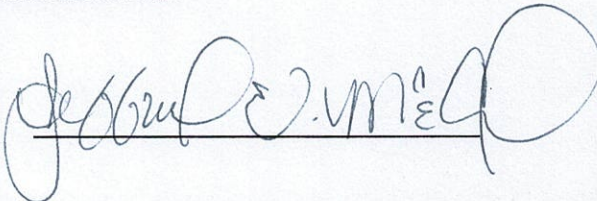
President, Helm Service

Title

Date

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER

By: 

EQUALIS GROUP, LLC

By: _____

Name: Jeffory E. McCoy

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at Reporting@EqualisGroup.org. Reports are due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code

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: _____

Street: _____

City, State, Zip Code: _____

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 _____, an authorized representative of _____, 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

HELM SERVICE

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:

Street:

City, State, Zip Code:

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).

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).

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 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:			
Address:			
City:		State:	Zip:

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.

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
			\$

☐ 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:

[illegible]☐ 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 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 ____.	
(Notary Public)	(Affiant)
My Commission expires:	(Print name & title of affiant)
	(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).)

Date

Authorized Signature & Title

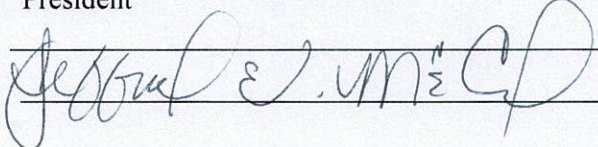
14. CONTRACT SIGNATURE FORM

Please note: A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

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 AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name	Helm Service
Address	2279 Yellow Creek Rd.,
City/State/Zip	Freeport, IL 61032
Telephone No.	815-235-1955
Fax No.	815-235-1940
Email address	jmccoy@helmgroupp.com
Printed name	Jeff McCoy
Position with company	President
Authorized signature	

Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of two (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.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

Cost Estimate Report

School
Rockford, IL Cost Index

Date: 02/23/2022

Middle School RTU and Wal

Year 2022 Quarter 1

Unit Detail Report

Prepared By: Maria Dierking

Helm Service

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	General Requirements				
013113200200	Field personnel, project manager, average	2.00	Week	\$3,800.00	\$7,600.00
015433402045	Rent forklift,pnm tire,all terr,tele boom, 5000 lb, 10' reach, 19' lift, Incl. Hourly Oper. Cost.	1.00	Week	\$2,161.60	\$2,161.60
015436501200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	2.00	Ea.	\$282.48	\$564.96
015436501400	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	2.00	Ea.	\$1,152.45	\$2,304.90
015436502400	Mobilization or demobilization, crane, large lattice boom, requiring assembly	1.00	Ea.	\$25,347.75	\$25,347.75
017413200050	Cleaning up, cleanup of floor area, continuous, per day, during construction	150.00	M.S.F.	\$78.38	\$11,757.00
Division 01	General Requirements Subtotal				\$49,736.21
Division 03	Concrete				
038213100300	Concrete core drilling, core, reinforced concrete slab, 3" diameter, up to 6" thick slab, includes bit cost, layout and set up time	4.00	Ea.	\$119.41	\$477.64
038213100350	Concrete core drilling, core, reinforced concrete slab, 3" diameter, up to 6" thick slab, includes bit cost, layout and set up time, for each additional inch of slab thickness in same hole, add	8.00	Ea.	\$2.74	\$21.92
Division 03	Concrete Subtotal				\$499.56
Division 22	Plumbing				
220505102000	Pipe, metal pipe, to 1-1/2" diam., selective demolition	20.00	L.F.	\$5.20	\$104.00
220505103120	Tank/water heater/liquid container, 50 thru 120 gallons, selective demolition	2.00	Ea.	\$133.64	\$267.28
220523100550	Valves, brass, gas cocks, threaded, 1"	2.00	Ea.	\$109.35	\$218.70

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
220523201332	Valves, bronze, ball, 150 lb., 1-1/2", soldered	6.00	Ea.	\$209.54	\$1,257.24
220719106880	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 1" wall, 1-1/4" iron pipe size	20.00	L.F.	\$12.64	\$252.80
220719107400	Insulation, pipe covering (price copper tube one size less than I.P.S.), fiberglass with all service jacket, 2" wall, 3" iron pipe size	100.00	L.F.	\$20.94	\$2,094.00
221113440822	Pipe, steel, black, threaded, 3" diameter, schedule 40, A-106, grade A/B seamless, includes coupling and clevis hanger assembly sized for covering, 10' OC	100.00	L.F.	\$72.72	\$7,272.00
221113440822	Pipe, steel, black, threaded, 2" diam. to 4" diam., schedule 40, to delete couplings and hangers, subtract	-1.00		\$-24.78	\$-2,478.42
221113475110	Elbow, 90 Deg., steel, forged steel, black, straight, socket weld, 3000 lb., for schedule 40, 3" pipe size, includes 1 weld per joint and weld machine	10.00	Ea.	\$734.30	\$7,343.00
221113741930	Pipe, plastic, PVC, 3" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	80.00	L.F.	\$62.16	\$4,972.80
221113762830	Elbow, 90 Deg., plastic, PVC, white, socket joint, 3", schedule 40	8.00	Ea.	\$101.94	\$815.52
221113763050	Elbow, 45 Deg., plastic, PVC, white, socket joint, 3", schedule 40	4.00	Ea.	\$108.93	\$435.72
223436136180	Water heater, gas fired, 200 MBH input, 192 GPH, includes standard controls, excludes vent - Labor Only	2.00	Ea.	\$1,701.00	\$3,402.00
Division 22	Plumbing Subtotal				\$25,956.64
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
230505100350	Boiler, gas and or oil or solid, 160 thru 2,000 MBH, selective demolition	2.00	Ea.	\$4,996.00	\$9,992.00
230505105100	Rooftop air conditioner, up thru 10 ton, selective demolition	1.00	Ea.	\$1,342.68	\$1,342.68
230505105110	Rooftop air conditioner, 12 thru 40 ton, selective demolition	5.00	Ea.	\$2,935.15	\$14,675.75
230505107000	Vent chimney, prefabricated, up thru 12" diameter, selective demolition	40.00	V.L.F.	\$19.48	\$779.20
230593102400	Balancing, air conditioning equipment, central station, built-up variable volume, (Subcontractor's quote including material & labor)	1.00	Ea.	\$2,093.28	\$2,093.28
237413103210	Air handling unit, packaged weatherproof, with cooling/heating coil section, filters, mixing box, variable air volume, single zone, 2,000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	1.00	Ea.	\$20,577.20	\$20,577.20
237413103250	Air handling unit, packaged weatherproof, with cooling/heating coil section, filters, mixing box, variable air volume, single zone, 10,000 CFM, cooling coils may be chilled water or DX, heating coils may be hot water, steam or electric	5.00	Ea.	\$80,403.20	\$402,016.00
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal				\$451,476.11

Division 99

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
999999999991	Water heater, gas fired, 200 MBH input, 100 Gal, Condensing, 5:1 turndown, SS Tank, includes standard controls, 1-1/2" inlet/outlet, 3" PVC vent/intake (excludes vent)	2.00	Ea.	\$8,300.00	\$16,600.00
Division 99	Subtotal				\$16,600.00
Subtotal					\$544,268.52
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$544,268.52
General Conditions				0.00%	\$0.00
Subtotal					\$544,268.52
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$544,268.52



JOC COMPLIANCE ESTIMATE

School District

2/22/2022

RTU and Water Heater Changeout

Data Release : Year 2022 Quarter 1

Division Totals

Division 01 - General Requirements	\$ 49,736.21
Division 02 - Existing Conditions	\$ -
Division 03 - Concrete	\$ 499.56
Division 04 - Masonry	\$ -
Division 05 - Metals	\$ -
Division 06 - Wood, Plastics, and Composites	\$ -
Division 07 - Thermal and Moisture Protection	\$ -
Division 08 - Openings	\$ -
Division 09 - Finishes	\$ -
Division 10 - Specialties	\$ -
Division 11 - Equipment	\$ -
Division 12 - Furnishings	\$ -
Division 13 - Special Construction	\$ -
Division 14 - Conveying Equipment	\$ -
Division 21 - Fire Suppression	\$ -
Division 22 - Plumbing	\$ 25,956.64
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)	\$ 451,476.11
Division 26 - Electrical	\$ -
Division 27 - Communications	\$ -
Division 28 - Electronic Safety and Security	\$ -
Division 31 - Earthwork	\$ -
Division 32 - Exterior Improvements	\$ -
Division 33 - Utilities	\$ -
Division 34 - Transportation	\$ -

RS MEANS PRICING TOTAL (MODIFIED BY CITY COST INDEX) \$ 527,668.52

TIPS CONTRACT COEFFICIENT (MEANS BASED PRICING ONLY) 1.20

CATALOG SUBTOTAL \$ 633,202.22

DIV 99_NON PREPRICED LINE ITEM TOTAL \$ 16,600.00

NON PREPRICED LINE ITEM X 1.2 COEFF 1.2

NON PREPRICED LINE ITEMS SUBTOTAL \$ 19,920.00

SUBTOTAL \$ 653,122.22

P&P BOND \$ 4,219.39

TOTAL PRICE \$ 657,341.62

PROPOSED PRICE \$ 605,000.00

ADDITIONAL DISCOUNT TO MEMBER 7.96262013%