



Sunstate Mechanical Services

June 22, 2022

**Education Service Center Region 10 / Equalis
Group**

Attn: RFQ Evaluation Committee
400 E Spring Valley Rd

Subject: Letter of Interest, RFP #R10-1136 – Indoor Air Quality Products & Services

Dear Region 10 and Equalis Group Evaluation Committee,

Sunstate Mechanical Services LLC, a Marsden Services company, is pleased to provide a response to RFP #10-1136, for Indoor Air Quality Products and Services.

We appreciate the opportunity to provide our attached proposal and look forward to providing quality products and services to Region 10 and Equalis Group members.

Sincerely,

Chris R. Kurtz
Director of Sales and Estimating
chrisk@sunstatemechanical.com
(480) 998-9620

7845 E. Redfield Rd., #100, Scottsdale, AZ 85260

AZ: CR11 303386, CR74 303387, CR77 303385, CR79 303384, KB-1 311627
CA: 1032413, C-4, C-10, C-20 TX: TACLA58697E, WA: 603558995 AL: 04180

**REQUEST FOR PROPOSAL #R10 -1136 FOR:
INDOOR AIR QUALITY PRODUCTS & SERVICES**

May 20, 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

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

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.

(The rest of this page is intentionally left blank)

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>	Sunstate Mechanical Services LLC
	<i>What is the mailing address of your company's headquarters?</i>	7845 E. Redfield Rd., #100, Scottsdale, AZ 85260
	<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>	Chris R. Kurtz, Director of Sales and Estimating chrisk@sunstatemechanical.com (480) 998-9620
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>	Sunstate Mechanical Services is a full-service HVAC, plumbing, and electrical contractor. The hourly rates for IAQ would also apply to those services. Products discounted 5% off MSRP.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes

	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	Marsden CleanAir system is manufactured by Purifi-Lab, who determines the MSRP price throughout the term of the contract. Agencies can contact Purifi-Labs directly to obtain MSRP pricing.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Sunstate invoices the customer at the completion of the project, unless the contract allows for progressive payments, with Net 30 terms. We also accept payment with credit/procurement cards.
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)		
Product capabilities	<i>Please outline the types of products and equipment you will be offering. Include information related to the type of air quality system, capacities, efficiencies, MERV ratings (where applicable), and any other features or benefits of your product. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i>	<p>Sunstate offers the Marsden CleanAir system, powered by PuriFi Labs (purifilabs.com). This system is a purification system using bi-polar-cold plasma technology to safely remove particles from indoor air and surfaces.</p> <p>The CleanAir system continuously monitors for particle concentration and works to purify the air and surfaces in your business. When particulate levels are too high, the CleanAir sensor activates the CleanAir Generator, which is installed in your central HVAC system.</p> <p>The Generator uses a patented process to begin sending natural oxygen ions through all of your air ducts, which clean your air in minutes. It safely neutralizes up to 99.999% of tested viruses, allergens, VOCs, odors, and bacteria in occupied environments. This includes the SARS-CoV-2 virus, including COVID-19 and its variants. See the data sheet on page 13 and the brand comparison sheet on page 14.</p>
Ability to deliver, design, and install products and services	<i>Please outline any other services you provide, such as startup & commissioning, energy management, design, equipment rentals, financial services, etc.</i>	SMS is a full-service HVAC, plumbing, electrical and IAQ contractor, and also offers our customers additional services such as engineering design, EMS and other ancillary trades through our vetted and most preferred subcontractors.
	<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>	Sunstate is licensed in several states, including Arizona, California, Texas, Alabama, and Washington. We have subcontracted other contractors for a variety of projects in other states, as well.
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	Sunstate Mechanical Services operates from a single location in Scottsdale, Arizona.
History of meeting the delivery, installation,	<i>Outline the typical installation and startup process, anticipated timelines and any</i>	Marsden CleanAir systems work with existing HVAC systems. The CleanAir units are installed into the output duct work and wired to the fan of the A/C-heating packs. Installation can be completed in about 2-3 hours. Marsden CleanAir is manufactured by Purifi-Labs, and Sunstate

and maintenance timelines	<i>ongoing maintenance that may be required.</i>	operates as a distributor, installer, and maintenance company. Generally, the CleanAir systems require little or no maintenance for up to two years. At the two-year point, the system's ionization catalyst must be replaced. Replacing the catalyst can be done in just a few minutes.
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>	We typically respond to equipment failures for heating and cooling, plumbing, and some electrical issues. Sunstate offers 24/7/365 services for MEP emergencies. Generally, our technicians can respond within two hours in the Phoenix metro area, and 6-12 hours in the most remote areas of the state.
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>	All parts and equipment are covered by the manufacturer with one-year warranties. Sunstate provides a two-year warranty on its installation workmanship.
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>	Most in-coming calls are handled by our operations dispatcher who forwards calls to the appropriate person or department. As mentioned above, Sunstate has 24/7/365 on-call services for problem resolution and emergencies.
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 reference letters</i>	As a Marsden Services LLC company, Sunstate Mechanical Services is financially sound. We have included a statement from our bank and surety company, that are on pages 17 and 18 respectively.
	<i>What was your annual sales volume over last three (3) years?</i>	2019 - \$13.6M 2020 - \$8.7M 2021 - \$12.2M
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>	We work directly with the clients rather utilizing an ordering and estimation system on our website. Typically, a customer will call requesting to talk with someone in sales. Our sales representative are also estimators. All estimates are forwarded to the lead estimator and sales executive for final review before being sent to the customer.
Training & Implementation	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	Our technicians are EPA certified, trained and experienced with installing and servicing the CleanAir system, as well as the HVAC equipment that it is integrating with. Following installations, the technicians provide in-depth instruction on how the system purifies the air and surfaces, how to program and use the sensor(s), achieve connection to the WiFi, and how to set up the app on smartphones, tablets, PCs, or voice assisted devices.
Integration with other platforms	<i>Describe any integrations your organization can provide with other platforms or systems.</i>	As mentioned above, the system's application can be set up on smartphones, tablets, PCs, or voice assisted devices.
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</i>	Sunstate uses a third-party software, Mobile Tech which provides dispatch management, order creation, timecard creation, camera bar code scanning, GPS, PDF storage technicians on job for each technician.

	<i>reports, etc. for each eligible agency</i>	
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Sunstate Mechanical Services' EMR for the last four years is: 2018 – 0.88; 2019 – 0.93; 2020 – 0.79; 2021-0.79 The EMR letter from carrier is provided on page 16.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	www.sunstatemechanical.com
	<i>Please provide a brief history of your company, including the year it was established.</i>	Sunstate Mechanical Services was established in 2001.
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>	We have not had the privilege working with Region 10 clients
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: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable</i>	<p>Executive Support, Contract Manager and Account Manager: Chris R. Kurtz, Director of Sales and Estimating (480) 998-9620, chrisk@sunstatemechanical.com</p> <p>Marketing (Local & Social Media): Bill Brannen, Government Relations Specialist (480) 369-2587, williamb@sunstatemechanical.com</p> <p>Marketing (Marsden - Corporate): Aubrey Cain, Director of Marketing and Communications (509) 270-2329, acain@marsden.com</p> <p>Accounting Manager (billing, reporting and accounts payable): Lyn Kuson, Accounting Manager (480) 998-9620, lynk@sunstatemechanical.com</p> <p>*****The resumes begin on page 19*****</p>
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	Sunstate has been averaging about \$3M per year over the last three years.
	<i>What is your strategy to increase market share in the public sector?</i>	Sunstate has memberships with a number of public sector organizations such as the Arizona Association of School Business Officials (AASBO), connections through our other purchasing cooperatives. Our percentage of annual public sector sales is approximately 10%-15%, which has been stable for more than a decade.
Past experience in JOC estimation	<i>What is your past experience working with JOC estimation, if any?</i>	SMS currently has had several JOC cooperative contracts since 2014, with three cooperative JOC contracts currently active.
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>	Sunstate has no current or previous litigations, bankruptcies, reorganizations, state investigations of entity or current officers and directors.
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;</i>	<p>1. <u>Tuba City Unified School District;</u> Wayne Nez, Maintenance/Operations Director, wnez@tcusd.org; Tuba City, AZ; (928) 283-1093; Services: equipment replacements, installations (including Marsden CleanAir Ionization Systems), preventative maintenance, ductwork cleaning; services provided since 2015 with average annual volume over \$1M (\$2.7M in 2021).</p>

	<p><i>city & state; phone number; years serviced; description of services; and annual volume</i></p>	<ol style="list-style-type: none"> 2. <u>Avondale Unified School District;</u> Doug Lightfoot, Director of Maintenance; dlightf@avondale.k12.az.us; (623) 772-5071, Services: various HVAC, plumbing and electrical; services provided since 2017 with average annual volumes near \$50K. 3. <u>Humboldt Unified School District;</u> Ramon Rosario, Director of Maintenance; ramon.rosario@humboldtunified.com; Services include multiple HVAC unit replacements. Providing since 2018, with annual averages of \$50K. 4. <u>Child Crisis Arizona;</u> Tom Shaughnessy, Director of Operations, tom.shaughnessy@childcrisisaz.org; (480) 824-9424; Services: Installation of CleanAir ionization generators at five Maricopa County locations. Services started in 2020 with average volume of more than \$100K. 5. <u>RMR Group (General Contractor for DeVry College);</u> Will Rezac, Chief Engineer, wrezac@rmrgroup.com; services provided: HVAC, plumbing, and electrical; services started in 2015, with average annual volumes over \$200K.
<p>Certifications in the Industry</p>	<p><i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i></p>	<p>Copies of current licenses have been attached in Form 3.</p> <p>Manufacturer certifications are based on individual technician training. We assign the appropriate technicians based on clients' equipment brand and model.</p>
<p>Company profile and capabilities</p>	<p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p>	<p>Sunstate Mechanical Services is a full-service provider of HVAC, electrical, plumbing, and indoor air quality services. We offer commercial, and industrial solutions throughout Arizona, California, Texas, Washington, and Alabama, and we provide services to a wide range of facility types and industries. Our clients range from small clinics to industrial parks covering millions of square feet. Sunstate features one of the newest, most-reliable fleets in the industry and our experienced service technicians are all certified and highly skilled.</p> <p>Sunstate is an authorized distributor of Purifi Labs CleanAir Ionization Generators</p>

Other factors relevant to this section as submitted by the Respondent	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>Sunstate Mechanical Services is a Marsden Services, a limited liability company located in St. Paul, MN. The President and CEO, and other senior executives have had no felony convictions. Their leadership bios can be seen at: https://www.marsden.com/about-us/leadership/</p>
	<p>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 3. No answer is required here.</p>	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p> <p><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></p>	<p>Sunstate Mechanical does not hold any diversity certifications.</p> <p>Sunstate's parent company, Marsden LLC, has team members on its learning and development (training) team dedicated to creating awareness around Diversity, Equity, and Inclusion (DE&I) with the intention of driving inclusion. With the DE&I team taking the lead, we recently held our first annual DE&I listening sessions. Multiple small (10-15) group sessions were held across the country over the course of two months to discuss DE&I topics. These sessions gave a voice to employees that may have never been heard otherwise. The cross-functional sessions were attended by frontline employees up to members of the executive team.</p> <p>Members of the leadership team enterprise wide also attended a Franklin Covey session titled "Unconscious Bias" recently that focused on the biases we may have but not even be aware of. These sessions are the most recent actions undertaken as we continue down a path to be a more diverse and inclusive workplace for every employee, at any level.</p> <p>Our DE&I leader, as well as the human resources team, have established relationships at all levels within the enterprise and serve as impartial mediators of sorts to ensure all employees have a voice.</p>
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<p><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></p>	<p>We did not contact MWBE's, minority CoCs, or trade associations prior to our proposal due date. Our methods for selecting and securing subcontractors, is aligned with the same premise we have with any potential employee who applies with us. Sunstate Mechanical Services and Marsden Services LLC are Affirmative Action, Equal Opportunity Employers. We do not discriminate against any employee or applicant for employment because of race, age, sex, creed, ancestry, disability, sexual or affectional orientation, marital, or veteran status, color, religion, national origin, status with regard to public assistance or any characteristic protected under federal, state or local law.</p>
Demonstrated ongoing MWBE program	<p><i>Outline your subcontractor strategy and efforts your</i></p>	<p>Sunstate encourages subcontractors who are qualified MWBE businesses to register with us. We not only realize the social benefits of</p>

	<i>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>	following such programs, but also the potential for increased profitability and distinct competitive advantages in diverse areas of the community. We ensure that adequate opportunities are provided for MWBE companies to work with us.
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 organization's current go-to-market strategy in the public sector.</i>	Sunstate has access to thousands of public employee emails, and we will work with our corporate marketing team to develop an eblast campaign promoting our Region 10/Equalis Group contract. We will also update our conference displays, our cooperative purchasing webpage with the Equalis Group logo and weblink.
	<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 will conduct training sessions with the sales and estimating team, as well as our technicians. We will include the Equalis logo and link in our email signature plates. If technicians are approached by public agency customers asking about the contract, we will have that information on our line cards which will include a link to our "Cooperative Purchasing Contracts" webpage.
	<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>	We acknowledge that our company logos will be provided to Region 10 ESC and the Equalis Group and agree to allow for reproduction of the Sunstate Mechanical Services logo for marketing communications and promotions
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	All estimating and sales information is stored and used electronically, which simplifies monthly sales reporting for existing cooperatives. We will utilize the same methodology with the Equalis Group.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	We currently have cooperative contracts with 1GPA (HVAC and Plumbing), NCPA (IAQ), and Yavapai College/Gordian (HVAC, Plumbing, and Electrical).
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>	As mentioned above, Sunstate has access to thousands of public employee emails, and we will use eblast campaigns to promote this contract. We will update website with Region 10 ESC/Equalis logos and links, add the logo to conference displays and our line cards. With this contract, we will be able to provide potential customers the opportunity for cooperative products and pricing.
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>	There are six members of the sales and estimating team who will share the responsibilities under this contract, and all are located in the Phoenix metro area.



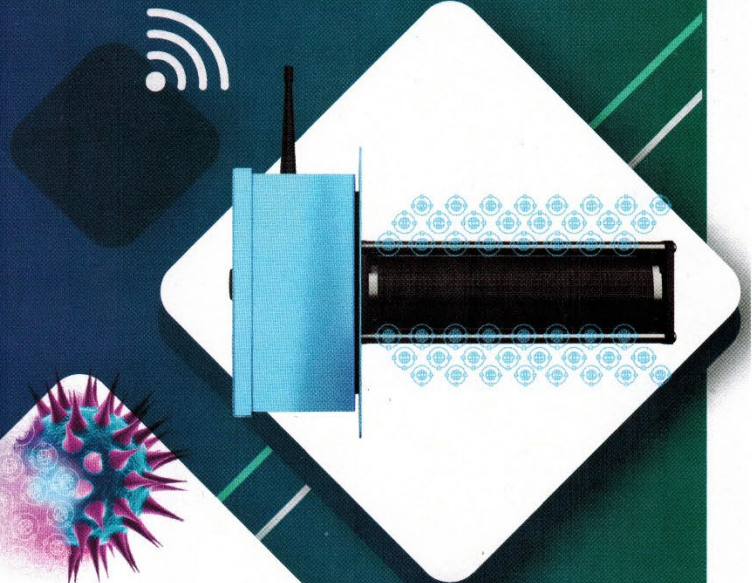
The Science of Responsive Air and Surface Purification

How it Works

Sunstate's CleanAir program uses a patented technology to safely remove particles from your air. The CleanAir system continuously monitors for particle concentration and works to purify the air and surfaces in your business.

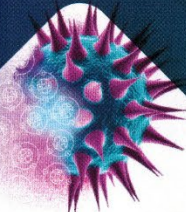
Patented Process

When particulate levels are too high, the CleanAir sensor activates the CleanAir Generator, which is installed in your central HVAC system. The Generator uses a patented process to begin sending natural oxygen ions through all of your air ducts, which clean your air in minutes.



Naturally Purified

The powerful ions attack air and surface contaminants, while driving particles out of the breathing space and neutralizing odors.*



Total Coverage

Sunstate's CleanAir program uses a patented technology to safely remove particles from your air. The CleanAir system continuously monitors for particle concentration and works to purify the air and surfaces in your business.



24/7 Monitoring

Purification is proven and monitored from anywhere. See your minute-by-minute air quality on your in-room CleanAir Sensors, or monitor and control your system from any smartphone, tablet, or voice assistant device.



What CleanAir Technology Eliminates

Patented technology safely eliminates up to 99.9% of tested viruses, allergens, odors, and bacteria in occupied environments.*



Odors

Pets, Smoke, Mildew, Mold, Cooking, Sports, and Fabrics



Biological Agents

Bacteria, Mold Spores, and Tested Viruses*



Toxic Chemicals

Breaks down VOCs emitted from: Cleaning Products, Disinfecting Agents, Paints, Pesticides, Solvents, and Varnishes



Allergens

Pollen, Pet Dander, Dust, Lint, and Dust Mites*

About Marsden

Marsden has been serving clients for over 65 years, providing small and large business alike with well-maintained and welcoming facilities. Marsden has over 10,000 employees nationwide operating out of 52 office locations across the United States. Our teams service more than 300 million square feet daily. We provide specialized building care to thousands of clients through quality-based service solutions. Our services include janitorial and disinfection; security and investigations; mechanical maintenance; calibration and validation; emergency response; and facility management services. Through our customer-focused programs, we maintain the cleanliness, health, and safety of client properties.



**Sunstate
Mechanical
Services**

A MARSDEN COMPANY

Sunstatemechanical.com

+1 (480)-998-9620

info@marsden.com

*To view test reports on specific contaminants and performance levels of CleanAir, please visit: <http://purifilabs.com/test-reports/>. Actual results may vary based on environment and occupied space. CleanAir has not yet been tested on SARS-CoV-2.

What Makes Marsden CleanAir Different?



	Plasma Air	AtmosAir	GPS	CleanAir
Central Duct-Mounted Installation	✓	✓	✓	✓
Method of Purification?	Bi-Polar, Corona Discharge	Bi-Polar, Corona Discharge	Needle Point	Bi-Polar Cold Plasma
Covers 2,500+ Sq Ft?	✓	✓	X	✓
Eliminates Indoor Ozone?	X	X	X	✓
Works On Demand?	X	X	X	✓
Pairs with IAQ Sensor?	X	X	X	✓
Real-Time Feedback?	X	X	X	✓
Collects Big Data?	X	X	X	✓



Multiple Marsden CleanAir units installed into a major duct work system in Tuba City Unified School District in northern Arizona.

January 1, 2022

RE: Sunstate Mechanical Services, L.L.C. – Experience Modification

To Whom It Concerns:

Please accept this letter as confirmation that the NCCI Workers' Compensation Experience Modification factors for the above referenced entity are as follows:

Effective Date	Modification Factor
1/1/2022	0.79
1/1/2021	0.79
1/1/2020	0.93
1/1/2019	0.88

Feel free to contact us if you have questions.

Respectfully,

Marsh & McLennan Agency



Clint Gemmill

Client Director

[WORLD CLASS. LOCAL TOUCH.](#)

[MarshMMA.com](#)

January 27, 2022

To Whom It May Concern:

Sunstate Mechanical Services LLC has been a client of BMO Harris Bank since November 2015. We make available to Sunstate Mechanical as part of Marsden Holding's global credit facility, a revolving line in the High-8 figures. All accounts have been handled satisfactorily and we have a high regard for the company's management team.

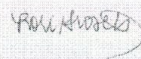
Please contact me if you would like any additional information at 612-904-8175.

Sincerely,

BMO HARRIS BANK, N.A.

1/27/2022

X



Lori Groseth
Commercial Banking Service Associate
Signed by: lgroset



January 26, 2022

Sunstate Mechanical Services, L.L.C
2124 University Ave West
Saint Paul, MN 55114

Re: Surety Reference Letter – Mesa Public Schools

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America (“Travelers”)¹ to provide surety bonds for Sunstate Mechanical Services, L.L.C. . We have supported them on individual projects in excess of \$500,000 with an aggregate backlog up to \$30,000,000.

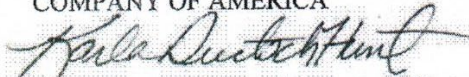
It is our opinion that Sunstate Mechanical Services, L.L.C. is qualified and successful company which Travelers is proud to have as a customer. At their request, we will give favorable consideration to providing required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Sunstate Mechanical Services, L.L.C. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA



Karla Deutsch-Hunt, Attorney-in-Fact

¹ Travelers is an A+ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).

Chris R. Kurtz

2963 N. Sonoran Hills, Mesa, AZ 85205
chrisk@sunstatemechanical.com, (480)-201-6921



PROFESSIONAL SUMMARY

I have devoted my entire career on mechanical systems for heating, cooling and ventilation, which has spanned more than 20 years. In 2010, I became Vice President and have taken the lead in managing the company's operations. At this point in my career, I am fulfilling the objective I set for myself years ago, to successfully manage a mechanical services company.

EMPLOYMENT HISTORY

Nov 2010 - Present

SUNSTATE MECHANICAL SERVICES; Scottsdale, AZ
Director of Sales and Estimating

Responsible for managing the business, overseeing field operations; sales, estimating, planning and design, and supervising more than 50 technicians, field managers and office staff. Oversee accounting, including budgeting and all expenditures.

Aug 2008 - Nov 2010

DESERT COMFORT AIR CONDITION; Phoenix, AZ
Estimator, Projects Manager

Estimating, project negotiations, equipment & material buy-out, submittal review, business development and customer relations

Apr 2007 – Aug 2008

RUSHMORE SHEET METAL AND AIR CONDITIONING; Phoenix, AZ
Project Manager / Estimator

Estimating, scheduling, manpower management, budgeting, business development and customer relations.

Mar 2004 – Feb 2007

HOCTOR REFRIGERATION AND HEATING, INC.; Phoenix, AZ
Field Supervisor

Oversaw commercial installation department, managed field staff, air balancing, system design, ensured quality and accuracy.

Apr 2000 – Mar 2004

WKW MECHANICAL COMPANY; Morgan Hill, CA
Field Supervisor

Installer for large commercial projects.

Jun 1997 – Apr 2000 **THERMA, INC.;** San Jose, CA
Commercial Journeyman, Installer

Installer for large commercial projects.

EDUCATION

Foothill College – Los Altos Hill, CA **Major:** Air Conditioning

SPECIALIZED TRAINING AND CERTIFICATIONS

- **Arizona Corporation Commission** - Arizona Blue State, Inc. – 2012
- **Mitsubishi** - Diamond Designer - 2011
- **GREENHECK** - Kitchen Ventilation Systems – 2009
- **The HVAC Technician Certification Program** - EPA Universal Technician – 2005
- **International Training Institute** Certificate, Sheet Metal and Air Conditioning – 2001
- **California Apprenticeship Council** - Certificate, Apprenticeship A/C Specialist

CURRENT AND PREVIOUS PROFESSIONAL AFFILIATIONS

Arizona Association of School Business Officials (AASBO)

REFERENCES

Available Upon Request

WILLIAM SCOTT BRANNEN, JR.

10218 W. Highwood Ln., Sun City, AZ 85373
williamb@sunstatemechanical.com, 928-607-4667



EMPLOYMENT HISTORY

Jan 2019 – Present **SUNSTATE MECHANICAL SERVICES;** Scottsdale, AZ

Government Relations Specialist

This position provides liaison services between Sunstate Mechanical Services and government & education entities. It entails conducting marketing research, client outreach, developing communication strategies, creating proposals and bids, and representing the company at conferences, trade shows and meetings.

Mar 2014 – Dec 2018 **QUOTELLUS, LLC;** Sun City, AZ
Owner / Consultant

Quotellus Consulting assisted companies, firms and individuals seeking government contracts through competitive bidding and proposing processes.

June 2013– Feb 2014 **CREIGHTON ELEMENTARY SCHOOL DISTRICT;** Phoenix, AZ
Purchasing Manager

Duties included direction and leadership for the purchasing department, which provides procurement services for more than nine schools.

April 2011- Jun 2013 **MOHAVE EDUCATIONAL SERVICES COOPERATIVE;** Kingman, AZ
Director of Contracting Programs

Reporting directly to the Executive Director, the Director of Contracting Programs is responsible for development and management of the organization’s cooperative procurement contracting program.

Jan. 2001- Mar. 2011 **FLAGSTAFF UNIFIED SCHOOL DISTRICT;** Flagstaff, AZ
Director of Materials and Contract Management

Provided direction and leadership for the Materials & Contracts Management departments: purchasing, district warehouse operations, printing services, postal services, property management (fixed asset and surplus property), and accounts payable from 2001-2005.

May 2000 - Jan. 2001 **HONEYWELL INTERNATIONAL AEROSPACE (Engines Division);** Phoenix, AZ
Planner/Buyer/Administrator

Planned, purchased and administrated aerospace products, utilizing MRP software to initiate and administrate orders.

June 1994-May 2000 COCONINO COUNTY COMMUNITY COLLEGE; Flagstaff, AZ
Director for Purchasing and Auxiliary Services

Reporting directly to the Vice President of Administrative Support, duties included providing direction and leadership for the centralized purchasing department, shipping and receiving, inventory control, and auxiliary services operations.

June 1980- June 1994 AIRESEARH / ALLIEDSIGNAL AEROSPACE; Phoenix, AZ
Planner/Buyer/Administrator

Planned, purchased, and administrated aerospace products (nationally and internationally), utilizing MRP software to initiate and administer orders.

EDUCATION

Arizona State University - Tempe, AZ	Major: Business
New Mexico State University - Las Cruces, NM	Major: Mass Communications
Glendale Community College - Glendale, AZ	Major: Mass Communications

CERTIFICATIONS

Certified Purchasing Manager (C.P.M.) – Lifetime (Issued Nov. 2006)
–Institute for Supply Management, Inc.

SPECIALIZED TRAINING

American Production and Inventory Control Society (APICS)
Statistical Process Control (SPC)
Total Quality Leadership Training (TQL)

CURRENT AND PREVIOUS PROFESSIONAL AFFILIATIONS

Arizona Association of School Business Officials (AASBO)
Center for Job Order Contracting Excellence – Arizona Chapter
Mohave Educational Services Cooperative Board of Trustees, March 2006 to 2011
–Vice President 2008-2011
National Institute of Governmental Purchasers (NIGP) – Grand Canyon Chapter
– Founding Vice President
National Association of Educational Buyers (NAEB)

REFERENCES

Available Upon Request

Evelyn J. Kuson

2623 E. Roma Ave., Phoenix, AZ 85016
lynk@sunstatemechanical.com, (480) 998-9620



PROFESSIONAL SUMMARY

My career has centered on office management and all facets of accounting, but also includes Human Resources, contracts management, safety reporting and others.

EMPLOYMENT HISTORY

May 2016 - Present **SUNSTATE MECHANICAL SERVICES;** Scottsdale, AZ
Sales Executive

- Invoicing – AIA, T & M, progress billings
- Collections
- Licensing
- Preventive maintenance contracts
- Conditional progress, conditional final, unconditional progress and unconditional final lien waivers
- Assisting customers
- Various third-party billing applications
- Human Resources liaison between Sunstate and Corporate

Jun 2004 – May 2016 **HIGH PURITY D.R.A.W.;** Phoenix, AZ
Office Manager

- Process all A/R, A/P and H/R
- Outgoing correspondence, travel arrangements, maintained office equipment and tracked vehicles;
- Processing subcontracts, 20-Day Preliminary Notices, waivers and certificates of insurance for all projects.

April 2002 – Jun 2004 **SDB, Inc.;** Tempe, AZ
Contract Administrator

- Construction bid preparation, accumulating vendor quotes, ordering bid bonds, logging and tracking addenda, filling out and notarizing when required all bid related paperwork;
- Tracking all subcontractor and owner contracts for billings and payments;
- Requested waivers and certificated of insurance;
- Processed all invoice for the Industrial Division.

EDUCATION

Kennebec Valley Vocational Technical Institute, Waterville, ME 1980 - 1982
– Associate Degree Secretarial Science

CERTIFICATIONS

Notary – State of Arizona, Maricopa County

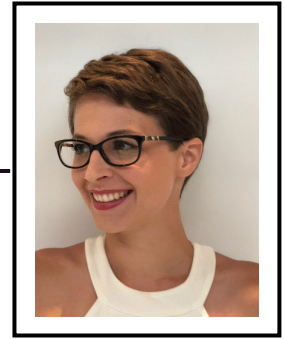
REFERENCES

Available upon request.

Aubrey Cain

PO Box 703083

acain@marsden.com, (509) 270-2329



PROFILE

An experienced marketer, technical writer, and educator with extensive knowledge in brand strategy, multimedia design, and written and oral communications.

SKILLS

- Writing and Editing
- Communications
- Graphic Design
- Web Copy and Design
- Research and Data Analysis
- Strategic Planning
- Brand Management
- Project Management
- Proficient in Microsoft Office, Adobe Suite, WordPress, Squarespace, Google Analytics, social media platforms, and other digital platforms

EMPLOYMENT HISTORY

Jan 2021 – Present **MARSDEN SERVICES – St. Paul, MN**
Director of Marketing & Communications

- Responsible for the planning, development, and implementation of all the Marsden enterprise's marketing strategies, communications, and public relations activities and deliverables
- Responsible for creating, implementing, and measuring the success of a comprehensive brand strategy and compliance program
- Responsible for the performance of strategic consultants and all employees in the Marketing department

Nov 2016 – Present **RED HOUSE WRITING – Tulsa, OK**
Owner

- Private marketing and copywriting firm offering marketing services, including brand strategy; market research; collateral and asset development; website development and maintenance; sales and proposal support; and communications and PR support
- Managing a team of contractors to execute copy, multimedia design, videography, social platform management, and website development

Jun 2014 – Nov 2016 **Child Abuse Network – Tulsa, OK**
Grants Coordinator

- Securing over \$3M through foundation, corporate, and government grants and special event fundraising
- Drafting, editing, and submitting all organization grant proposals and compliance reports; more than 80% grant success rate

- Cultivating donor relationships through recognition initiatives while managing and analyzing donor information for more than 350 donors annually

Jan 2019 – Dec 2019 Tulsa Community College, Adjunct Professor of English

Jan 2015 – Dec 2016 University of Oklahoma, Adjunct Professor of English,

Aug 2011 – May 2013 University of Tulsa, Graduate Assistant in English

- Developing syllabi that engaged students in real-world concerns while teaching the skills necessary to meet program requirements
- Creating, utilizing, and providing feedback on assignments designed to help students develop effective written and oral communication skills
- Utilizing online learning management systems to communicate and organize course content

**May 2010 – Apr 2016 National Maintenance Contractors,
Technical Writer**

- Writing technical documents including operations manuals, company policies, and various correspondence documents
- Designing, editing, and developing various collateral materials and RFP responses
- Managing an online proposal system including creating proposal templates, document libraries, and serving as the platform administrator

EDUCATION

University of Tulsa - Graduated 2014 - Master of Arts, English

Whitworth University Graduated 2011 - Bachelor of Arts, English

REFERENCES

Available upon request

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.

IMPORTANT NOTICE
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Sunstate Mechanical Services, LLC
7845 E Redfield Rd Ste 100
Scottsdale, AZ 85260-2991

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: February 28, 2023
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT



Sunstate Mechanical Services, LLC

CONTRACTORS LICENSE NO. ROC 311627 CLASS KB-1

General Dual
Dual Building Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Sunstate Mechanical Services, LLC
7845 E Redfield Rd Ste 100
Scottsdale, AZ 85260-2991

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: February 28, 2022
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT



Sunstate Mechanical Services, LLC

CONTRACTORS LICENSE NO. ROC 303384 CLASS CR-79

Specialty Dual
Air Conditioning and Refrigeration, Including Solar

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Sunstate Mechanical Services, LLC
7845 E Redfield Rd Ste 100
Scottsdale, AZ 85260-2991

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: February 28, 2022
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT



Sunstate Mechanical Services, LLC

CONTRACTORS LICENSE NO. ROC 303385 CLASS CR-77

Specialty Dual
Plumbing Including Solar

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Sunstate Mechanical Services, LLC
7845 E Redfield Rd Ste 100
Scottsdale, AZ 85260-2991

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: February 28, 2022
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Sunstate Mechanical Services, LLC



CONTRACTORS LICENSE NO. ROC 303387 CLASS CR-74
Specialty Dual
Boilers, Steamfitting & Process Piping, Including Solar

THIS CARD MUST BE PRESENTED UPON DEMAND 
JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Sunstate Mechanical Services, LLC
7845 E Redfield Rd Ste 100
Scottsdale, AZ 85260-2991

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: February 28, 2022
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Sunstate Mechanical Services, LLC



CONTRACTORS LICENSE NO. ROC 303386 CLASS CR-11
Specialty Dual
Electrical

THIS CARD MUST BE PRESENTED UPON DEMAND 
JEFF FLEETHAM, DIRECTOR

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: Sunstate Mechanical Services, LLC

Title of Authorized Representative: Director of Sales and Estimating

Mailing Address: 7845 E. Redfield Rd., #100, Scottsdale, AZ 85260

Signature: *Chris Kurtz*

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: Sunstate Mechanical Services, LLC

Title of Authorized Representative: Director of Sales and Estimating

Mailing Address: 7845 E. Redfield Rd., #100, Scottsdale, AZ 85260

Signature: *Chris Kurtz*

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

6/22/2022

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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



Signature of Respondent

6/22/2022

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR Sunstate Mechanical Services LLC

ADDRESS 7845 E. Redfield Rd. #100

Scottsdale, AZ 85260

PHONE (480) 998-9620

FAX (480) 998-9621

RESPONDANT

Chris Kurtz
Signature

Chris R. Kurtz
Printed Name

Director of Sales and Estimating
Position with Company

AUTHORIZING OFFICIAL

Chris Kurtz
Signature

Chris R. Kurtz
Printed Name

Director of Sale and Estimating
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? CK
(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? CK
(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.)

Company Name Sunstate Mechanical Services, LLC

7845 E. Redfield Rd., #100, Scottsdale, AZ 85260

Address	City	State	Zip
---------	------	-------	-----

PROPOSAL FORM 1 2: 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? CK

(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? CK

(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? CK

(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? CK

(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? CK

(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? CK

(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? CK

(Initials of Authorized Representative)

8. Debarment and Suspension:

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

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

Does vendor agree? CK

(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? CK

(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? CK

(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? CK

(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? CK

(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? CK

(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? CK

(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.

Sunstate Mechanical Services, LLC
Company Name

Chris Kurtz
Signature of Authorized Company Official

Chris R. Kurtz
Printed Name

Director of Sales and Estimating
Title

6/22/2022
Date

PROPOSAL FORM 1 3: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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

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

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

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

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

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

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

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

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

Chris Kurtz
Signature of Respondent

6/22/2022

Date

NOT APPLICABLE

(At this time, Sunstate Mechanical Services opts to respectfully exclude NJ in this contract.)

PROPOSAL FORM 1 4: 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

NOT APPLICABLE

PROPOSAL FORM 1 5: NON -COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

NOT APPLICABLE

PROPOSAL FORM 1 6: 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:

NOT APPLICABLE

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.

NOT APPLICABLE

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)

NOT APPLICABLE

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

NOT APPLICABLE

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

Limited Partnership

Limited Liability Partnership

Corporation

Limited Liability Corporation

Subchapter S Corporation

Sole Proprietorship

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

Stockholders:

Name: Not Applicable	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2 ____.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

Sunstate Mechanical Services does not have any specific exceptions or deviations to the general terms and conditions; however, we would like to include the following proviso:

“Customer understands and acknowledges that Vendor does not warrant or guarantee pre-existing materials or workmanship provided by others. Vendor shall not be responsible for latent defects in equipment or other materials, except to help facilitate Customer's warranty claim with the manufacturer. Vendor shall not be responsible for re-work required as a result of acts, errors, or omissions of others.”

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 founhand 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

Chris Kurtz

Authorized Signature & Title

Director of Sales and Estimating

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

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

Company name Sunstate Mechanical Services, LLC

Address 7845 E. Redfield Rd., #100

City/State/Zip Scottsdale, AZ 85260

Telephone No. (480) 998-9620

Fax No. (480) 998-9621

Email address chrisk@sunstatemechanical.com

Printed name Chris R. Kurtz

Position with company Director of Sales and Estimating

Authorized signature *Chris Kurtz*

Term of contract September 1, 2022 to August 31, 2025

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

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.