

# **REQUEST FOR PROPOSAL #R10-1135 FOR: SMART BUILDING SOLUTIONS**

May 20, 2022

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

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# Proposal Form Checklist

## The following documents must be submitted with the Proposal

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

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

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

### QUESTIONNAIRE & EVALUATION CRITERIA:

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

### OTHER REQUIRED PROPOSAL FORMS:

- PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- PROPOSAL FORM 5: DEBARMENT NOTICE**
- PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- 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.

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## PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

### Instructions:

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

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

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

Evaluation Criteria	Question	Answer
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	West Coast Automation Services.
	<i>What is the mailing address of your company's headquarters?</i>	2129 E Cedar St, STE 5 Tempe, AZ 85281.
	<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>	Steve Rudy, Account Manager, stever@wcautomation.com, cell 602-463-4072, office 480-647-6793.
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes.
	<i>Does pricing submitted include the required administrative fee?</i>	Yes.

	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	We offer a volume discount. Please see pricing sheet.
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>	We will be using list pricing. List pricing is available in Excel spreadsheets and on company websites.
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>	Standard invoicing process; billed after job completion unless contract states otherwise. We accept all forms of payment. (+3% credit card processing fee.)
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	
<b>Performance Capability (25 Points)</b>		
Smart building products and services	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	West Coast Automation is a full-service controls contractor that provides wiring, programming, commissioning, and project management in house. We hold a general contracting license and are a certified vendor for the Honeywell WEBs product line. We do install other product lines and integrate to them.
	<i>Outline monitoring capabilities you provide, including the ability for agencies to access the data through an online or other platform(s).</i>	We can provide internet and VPN access to the systems we install and service. Through the web interface we provide data and operational summaries. Allowing the client to actively review and modify system data and parameters to optimize facility operations.
	<i>Describe any products or equipment you can provide.</i>	All Honeywell WEBs products and most Metasys devices. We also work on Alerton, Trane, Delta, Opto22 and Distech programming and service. We have multiple product lines in our Price Sheet.
	<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>	State of Arizona.
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	We have one office in Tempe, AZ.
	<i>Outline any other capabilities not already addressed.</i>	We have integrated Alerton, Metasys, Distech and Delta systems with Honeywell JACE systems as well as others. We have three systems engineers with over sixty years of combined experience and provide energy savings solutions and rebate support. We work with mechanical, plumbing, and electrical engineers for energy savings, lower maintenance cost, and factor environmental considerations

Ability to consult, design, and install products and services	<i>Please describe any consulting or design services you offer.</i>	We perform all systems engineering in house for energy management systems. We work with engineers and can provide all engineering for energy savings, operational cost savings, and rebates. We have hourly pricing for mechanical, electrical, and plumbing listed in Attachment B.
	<i>Outline the process for installing products, equipment, software and/or other solutions you are offering.</i>	Order material, review safety plan, install wiring and controls, programming & software, installation of equipment, commissioning and check out, and training with client.
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 have 24/7 service support. Calls are received and logged into our job tracking software allowing us to monitor activity to ensure all service calls are completed satisfactorily with our clients.
Integration with other platforms	<i>Describe any integrations your organization can provide with other platforms or systems.</i>	We have performed integrations between Alerton, Metasys, Honeywell, Distech, Delta, and Trane. We can integrate protocols including Modbus, LON, BACnet, and N2. (as well as others)
Security protocols and privacy protection	<i>Please describe protocols taken to ensure the protection of privacy and data.</i>	Our IT team installs and maintains virus and firewall protection on all workstations and servers. Remote systems we connect securely using VPN and/or remote desktop software applications.
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>	We have a dedicated administrator who answers calls during normal business hours. Any issues, concerns, or questions will be directed accordingly. After hours we have certain technicians that are available for 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 &amp; bond ratings, letters of credit, and detailed reference letters</i>	Please see pages 44-48.
	<i>What was your annual sales volume over last three (3) years?</i>	██████████ ██████████ ██████████
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	We provide owner training and operational manuals/guides upon completion of all projects. Ongoing support is provided through service agreements and/or quoted projects. We tailor these services based on the type of systems and specific needs of our clients.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	We can share reports generated from internal computer software systems we utilize that store and track all billing, time, and attendance for each client.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Please see page 65.
<b>Qualification and Experience (25 Points)</b>		
	<i>Provide a link to your company's website</i>	<a href="http://www.wcautomation.com">www.wcautomation.com</a>

Respondent reputation in the marketplace	<i>Please provide a brief history of your company, including the year it was established.</i>	West Coast Automation Services was founded in 2010 to provide services to existing building operators, property managers, and contractors who struggle to operate, maintain, and diagnose complex mechanical systems and the connected automation components. Our core experience is in the mechanical trades with extensive experience in complex automation system programming and design. Understanding how a component of a mechanical system such as a chiller or air handler operates and impacts other mechanical components, allows us to provide robust programming that sequences properly and reliably. Proper automation sequencing is critical to protect and increase the life cycle of a building's expensive mechanical equipment. It also reduces energy cost and improves the comfort level of a facility. In May 2019, many clients were looking for additional construction services from West Coast Automation. Which led to West Coast Automation being co-owned. [REDACTED]
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>	No.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting &amp; Accounts Payable</i>	Please see page 49-62.
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	[REDACTED]
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>	Presently working with three colleges that are requesting us to have a procurement vehicle. There are two other colleges that we are in communication with that would require a contract.  None.



<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i></p>	<p>Yavapai College, Scott Blevins Manager Plant &amp; Process Engineer, Prescott AZ, 928-776-2180, 1 year, Controls Sales, \$100K last year, Forecast \$500K  Embry-Riddle, Aaron Sifuentes Assistant Director of Facilities, Prescott AZ, 928-777-3736, 8 months, Controls Sales, \$10K, Forecast \$900K  Maricopa Community College District, Ren Carlson Procurement Supervisor, Tempe AZ, 480-731-8519, 2 year, Controls Sales, \$280k, Forecast \$90K  Peytons-Kroger, Gary Gustofson Maintenance Manager, Phoenix AZ, 602-478-6068, 11 years, Controls Sales, \$192k, Forecast \$70k  Auer Precision, Warren Bickley Lead Engineer, Mesa AZ, 623-853-7453, 5 years, Controls Sales, \$236k last year, Forecast \$120k</p>
<p>Certifications in the Industry</p>	<p><i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i></p>	<p>Please see page 63-64.</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>Authorized distributor, full service, low voltage electrical, GC and mechanical contractor.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>Privately held. No felons.</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 6. No answer is required here.</p>		
<p><b>MWBE Status and/or Program Capabilities (10 Points)</b></p>		
<p>MWBE status, subcontractor plan, and/or joint venture program</p>	<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>No.</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>	No.
Please attach any certifications you have as part of your response to Form 6.		
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	We have worked with Welch Companies recently. They are MWBEs certified and are interested in working with us soon.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	We utilize Welch Companies as a subcontractor for electrical. We are also looking for an engineering subcontractor with diversity certifications.
<b>Commitment to Service Equalis Group Members (10 Points)</b>		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	We presently have three local colleges that will utilize this contract and we are developing five-year plans with two of the three. Two colleges have over a million dollars in our pipeline. The third college, which is one of the largest districts in the country, is awaiting on us to obtain a procurement vehicle to do direct work. We currently subcontract out to another company with a JOC. There are additional colleges and other public entities we are working with.
	<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>	Our Sales Manager and Senior Sales Executive have experience selling these types of contracts in the past including TCPN, GSA, Omnia, Mohave, etc. They understand the importance to develop the relationship with the customer and explain the benefits of time savings, minimization of scope gaps, cost reductions, while delivering a better and consistent product.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Yes.

Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	We utilize multiple CRM systems which allows us to generate monthly reports. Our intention is to identify opportunities and projects in those systems to report monthly.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	None.
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>	We have multiple, existing customers that are asking for us to obtain a procurement contract. We have relationships with potential customers that would like to do business with us but require a procurement contract. Our strategy to obtain new customers is to utilize our current network of clients to obtain referrals for these organizations. Additionally, we will use various professional associations to find new customer opportunities.
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>	Five all located in our office.

**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.

**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: West Coast Automation Services

Title of Authorized Representative: owner

Mailing Address: 2129 E Cedar Street Suite 5 Tempe AZ 85281

Signature: [Handwritten Signature]

**PROPOSAL FORM 5: DEBARMENT NOTICE**

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

Potential Vendor: West Coast Automation Services

Title of Authorized Representative: Owner

Mailing Address: 2129 E. Cedar St. Suite 5 Tempe AZ 85281

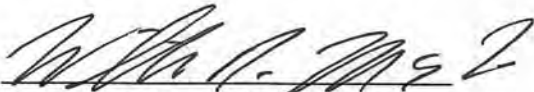
Signature: Willis D. Miller

**PROPOSAL FORM 6: LOBBYING CERTIFICATION**

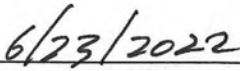
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails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

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

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



Signature of Respondent



Date

## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

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

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

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

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

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

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### Fingerprint & Criminal Background Checks

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

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

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

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

  
\_\_\_\_\_  
Date



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

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

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

VENDOR West Coast Automation Services

ADDRESS 2129 E. Cedar St.

Suite 5

Tempe AZ 85281

PHONE 480 510 4044

FAX N/A

**RESPONDANT**

William D. McLean  
Signature

William D. McLean  
Printed Name

owner  
Position with Company

**AUTHORIZING OFFICIAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position with Company

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

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

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

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

### **Filing Process:**

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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? Yes *MM*  
(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? *MM*  
(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.)

West Coast Automation Services 2129 E. Cedar St Ste 5      Company Name      Address

Tempe AZ 85281      State      Zip      City

## PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION 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? Yes 

(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? Yes 

(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? Yes 

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

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

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

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

Does vendor agree? Yes 

(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? Yes 

(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? Yes 

(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? Yes 

(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? Yes *mc*

(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? Yes *mc*

(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? Yes *JM*

(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? Yes *JM*

(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? Yes *JM*

(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? Yes *JM*

(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? Yes *JM*

(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.

West Coast Automation Services

Company Name

W.D. McLean

Signature of Authorized Company Official

William D. McLean

Printed Name

owner

Title

6/23/2022

Date

## PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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

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

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

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

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

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

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

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

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

*W. A. D. MS Z.*

*6/23/2022*

Signature of Respondent

Date



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

**Company Name:**

**Street:**

**City, State, Zip Code:**

*State of New Jersey*

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

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

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

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

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

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

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

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

Subscribed and sworn before me

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

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

SEAL

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

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**Bid Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

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

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

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

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

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

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

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

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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



The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

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

### Public Agency Instructions

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

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

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

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker





**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 Executive}

County Clerk

Surrogate

Sheriff

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

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

**PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

**OR**

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

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

Partnership

Sole Proprietorship

Limited Liability Partnership

Corporation

Limited Partnership


Subchapter S Corporation

Limited Liability Corporation

Corporation

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

Stockholders:

Name: <i>William D. McLean</i>	Name:
Home Address: <i>4057 E. Dublin St Gilbert AZ 85295</i>	Home Address:
Name: <i>Jordan Book</i>	Name:
Home Address: <i>1611 E. Alameda Dr. Tempe AZ 85282</i>	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>23</u> day of <u>June</u> , 2022	<u><i>William D. McLean</i></u> (Affiant)
(Notary Public) 	<u>William D. McLean owner</u> (Print name & title of affiant)
My Commission expires:	(Corporate Seal)



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

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

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

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

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

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

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



## PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

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

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

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

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

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

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

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

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

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

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

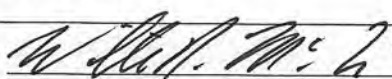
6/23/2022  
Date

William M. J. owner  
Authorized Signature & Title

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

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

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

Company name West Coast Automation Services  
Address 2129 E. Cedar St  
City/State/Zip Tempe AZ 85281  
Telephone No. 480-647-6793  
Fax No. NA  
Email address admin@wcautomation.com  
Printed name William D. McLean  
Position with company owner  
Authorized signature 

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

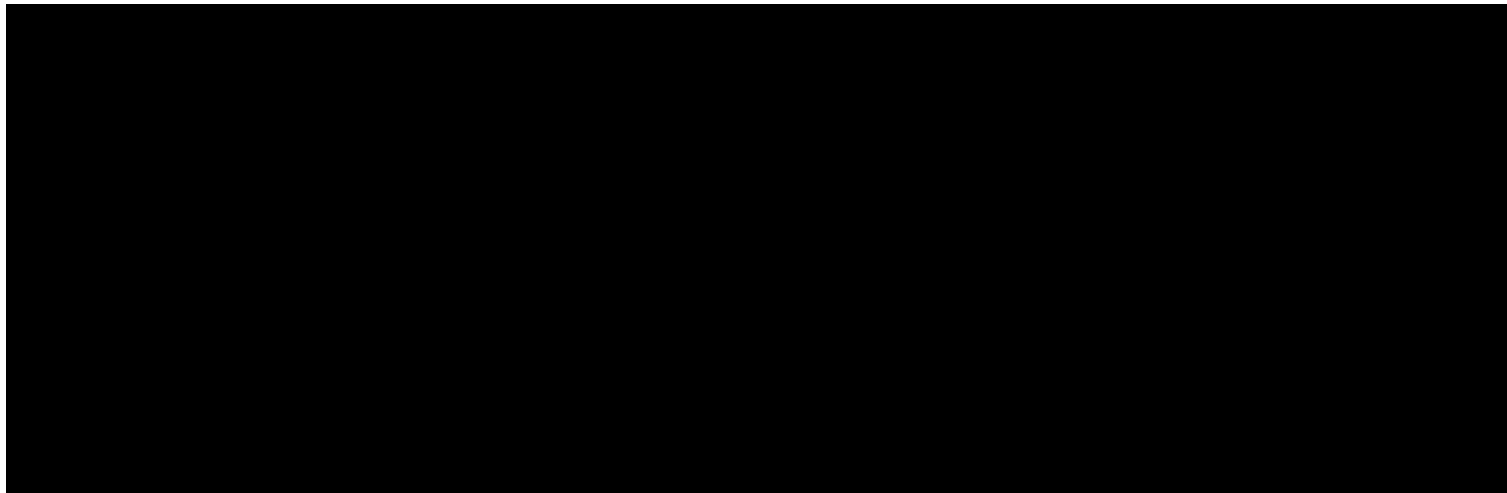
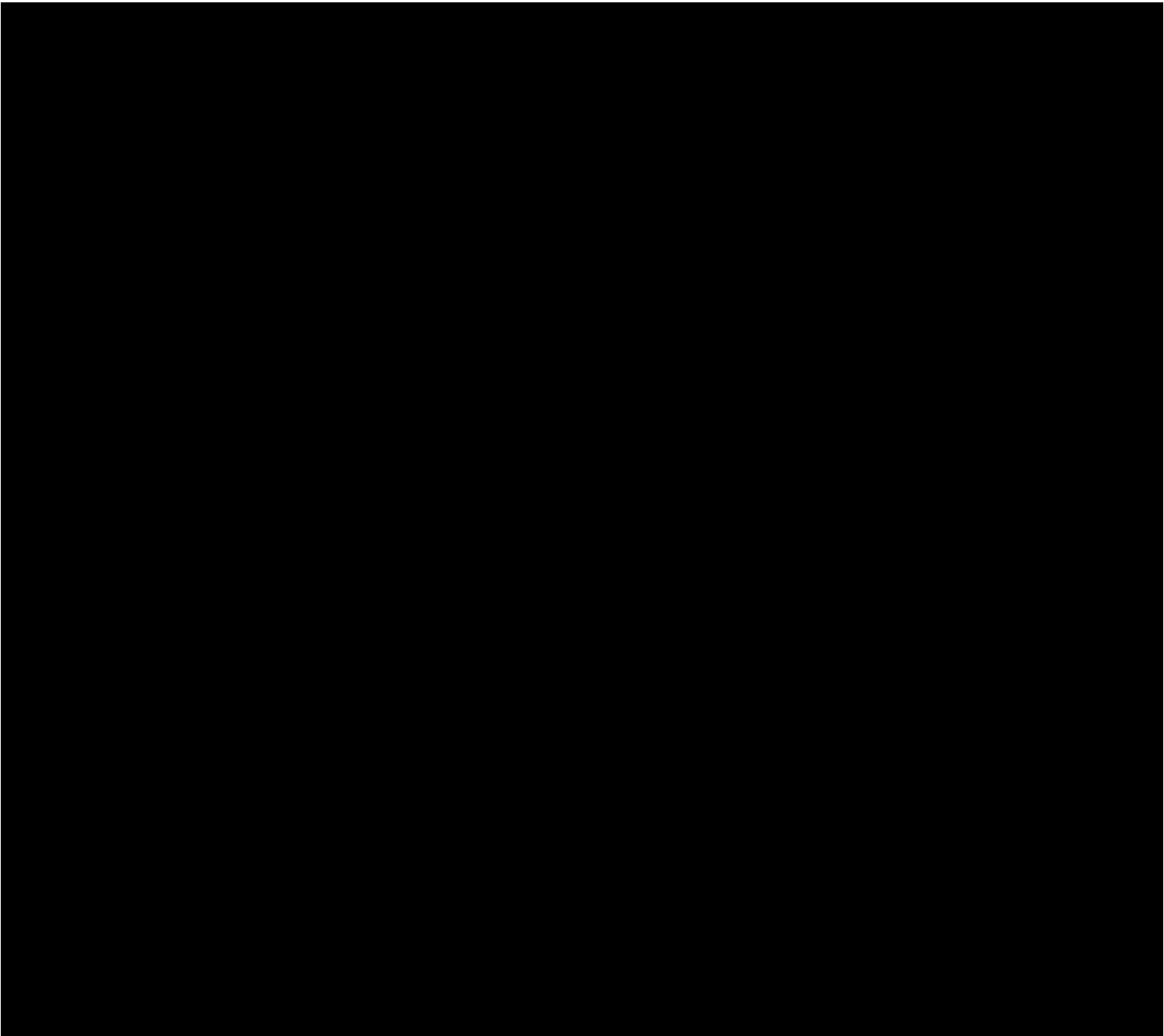
Equalis Group Contract Number \_\_\_\_\_





[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]







## **Cheyenne Begay**

*Sales Coordinator & Sales Support*

Chandler, AZ 85225

480.401.8221

Cheynicole87@gmail.com

Sales Coordinator with 6+ years of experience in hospitality, customer service and sales support. Experienced supporting 600+ guest rooms, corporate events, and high-level executive clientele. Established credit and accurate estimate spend with various accounts ranging from \$5,000 to \$1.5 million. Experienced support administrator to general managers and accounting/billing team.

Strong communication, interpersonal, and multi-tasking skills  
Conflict-management, and resolution  
Organizational, high attention to detail, and strong analytical skills Ability to increase revenue/profits of hotel  
Excellent leadership capabilities

## **EXPERIENCE**

### **West Coast Automation Services, Tempe, AZ – Accounting Admin**

JANUARY 2022 – PRESENT

- Data entry of Bills and Receipts
- Assist with Check Runs
- Assist with Month-End Sales Tax Reports
- Create invoices and submit to clients according to company and client requirements
- Manage “OPEN AR” in WCA job tracking programs
- Account Reconciliation
- Vendor Statements/Accounts
- Credit Card Statements

### **AAA Smart Home Security, Tempe, AZ - Sales Support Specialist**

SEPTEMBER 2021 – JANUARY 2022

- Assist sales team in coordinating with schedulers & installers for job completion, thorough post sales Quality Assurance process review, and follow up with post sales customer questions regarding products, installation, billing etc.
- Coordinate with cross functional teams to ensure administrative elements of post sales needs are completed including Salesforce case review and billing or equipment addendums
- Reconcile monthly sales and contests
- Assist with training new hires on various systems, products, and processes.
- Liaison between Sales Rep and IT when Sales Rep is experiencing technical issues

- Assist in development of new policies and procedures

**The Phoenician, A Luxury Collection Resort & Spa, Scottsdale, AZ - Group Account Coordinator**

AUGUST 2017 - MARCH 2020

- Overseeing high end and confidential corporate, social, and government groups from 10 to 600 guest rooms
- Properly explain the terms within each contract related to rates, guarantees, cancellation policies and attrition to maintain revenue
- Accommodate and process all reservation requests, changes and cancellations via phone, email and in person
- Generate deposit invoices and receipts to clients within a timely manner
- Accurately set-up group masters, create billing accounts and room blocks using multiple computer systems
- Coordinating with front office staff to ensure room assignments/requests for groups upon their arrival date to ensure contract terms are met
- Arranged credit and deposits for corporate and government groups with Director of Finance and Director of Sales.

**Fairfield Inn & Suite/Courtyard by Marriott, Chandler AZ - Sales Coordinator**

JANUARY 2015 - APRIL 2017

- Coordinate and prioritize daily communication to clients and guests via in-person visits, telephone calls, and email
- Ensuring that all functions and groups are adhered to the hotel contract
- Responsible for securing and maintaining continuous growth of current hotel wedding & meeting accounts
- Coordinate with front desk staff and management team to assure check-in procedure and room assignments for groups upon their arrival date to ensure contract terms and requests are met
- Secured transportation for large corporate groups and weddings
- Constructed all VIP amenities and administered placement in guestrooms before arrival or at check-in
- Operated as the onsite contact for daily and weekly hotel meeting room functions ensuring all client needs and requirements have been met
- Alleviated sales managers and GM with invoices and data entry

**Fairfield Inn & Suites/Courtyard by Marriott, Chandler AZ - Guest Services Agent**

- Interacting with hotel guests with a friendly and welcoming attitude
- Listened to guests concerns and anticipating their needs
- Demonstrated exceptional service to hotel guests throughout their stay and ensuring 100% satisfaction
- Assisted all departments as needed with operations of front office functions and shuttle
- Assisted the GM, AGM, and Ops Manager with administrative duties

**EDUCATION**

**Mesa Community College, Mesa Arizona - Associate**

August 2014 - MAY 2015

## **Elizabeth Garcia**

elizaa2394@gmail.com

### **Skills**

- Bilingual; English and Spanish
- Computer: Windows and Mac applications
- Zoho CRM

### **Professional Experience**

February 2021 - PRESENT

#### **West Coast Automation, Tempe AZ - Administrative**

- Payroll
- Process new employee paperwork, drug screening
- Insurance Renewals
- Manage Time card Entry in company programs
- Billing / Invoicing
- Employee Scheduling
- Data Entry
- Chronicle Data Entry
- Quickbooks Data Entry
- Updating Job/ Production Information
- New Vendor / Subcontractor Packets
- Office Supplies Order
- Manage File Cabinets
- Maintain Spreadsheets / Lists
- Misc Assignments

December 2017 - January 2021

#### **Advanced GPR Corporation, Scottsdale AZ - Senior Administrative**

- Managed employee scheduling
- Ordered office supplies as needed
- Payroll
- Processed outgoing rental equipment
- Received incoming rental equipment
- Read and corrected technical reports
- Created work orders
- Submitted daily rate bid proposals on bidding sites

August 2015 - December 2017

#### **Fedex Office, Scottsdale AZ - Center Consultant**

- Worked with customers to create print projects and provided excellent customer service
- Recommended the best and most convenient print service for customer needs
- Created posters, presentation boards, spiral bindings, brochures
- Data entry
- Professionally packaged customer items

## **Jordan Book**

[Jordanb@wcautomation.com](mailto:Jordanb@wcautomation.com)

480-356-1752

## **Professional Experience**

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### **West Coast Automation**

#### **Owner and Operations Manager**

**May 2019- present**

- Business Development: manage accounts, track lead sources, and provide insight to market trends
- Estimating: enforcing consistent bid practices and close ratio analysis
- Sales Manager- Managed sales staff of annual sales of \$3 million in 2021, oversee sales goals and net profit goals. Trending at \$6 million in 2022.
- Production: oversee production goals, construction management, quality assurance, and client satisfaction
- ESH: handle all workers compensation claims, safety standards, and manage the EMR
- Finance: work closely with CPA to manage P&L and balance sheet, assist Construction and Service Divisions with budgets that align with company objectives, and manage weekly forecasting of cost expenditures and staffing vs. sales
- Accounting: manage accounting staff, manage cash flow by timely accounts receivables and payables
- Human Resources: manage HR staff, timely employee reviews, new hire process, retaining good talent, and termination
- Operational Oversight: Weekly Job Manager Meetings to review the fulfillment of job responsibilities for Project Management, Production, and Office staff

### **Desert Services International, Inc**

**February 2016-May 2019**

#### **General Manager**

- Business Development: manage sales staff, track lead sources, and provide insight to market trends
- Estimating: enforcing consistent bid practices and close ratio analysis
- Sales Manager- manage sales staff of annual sales of \$10-15 million, oversee sales goals and net profit goals
- Production: oversee production goals, construction management, quality assurance, and client satisfaction
- ESH: handle all workers compensation claims, safety standards, and manage the EMR
- Finance: work closely with CPA to manage P&L and balance sheet, assist Division manager with budgets that align with company objectives, and manage weekly forecasting of cost expenditures and staffing vs. sales
- Accounting: manage accounting staff, manage cash flow by timely accounts receivables and payables

- Human Resources: manage HR staff, timely employee reviews, new hire process, retaining good talent, and termination
- Operational Oversight: Weekly Job Manager Meetings to review the fulfillment of job responsibilities for Project Management, Production, and Office staff

## Arizona Fire and Water Restoration, Inc

February 2011- February 2016

### General Manager

- Started as an Office Manager. Promotion within one year to General Manager.
- Business Development: manage sales staff, track lead sources, and provide insight to market trends
- Estimating: enforcing consistent bid practices and close ratio analysis
- Sales Manager- manage sales staff of annual sales of \$3-5 million, oversee sales goals and net profit goals
- Production: oversee production goals, construction management, quality assurance, and client satisfaction
- ESH: handle all workers compensation claims, safety standards, and manage the EMR
- Finance: work closely with CPA to manage P&L and balance sheet, assist Division manager with budgets that align with company objectives, and manage weekly forecasting of cost expenditures and staffing vs. sales
- Accounting: manage accounting staff, manage cash flow by timely accounts receivables and payables
- Human Resources: manage HR staff, timely employee reviews, new hire process, retaining good talent, and termination
- Operational Oversight: Weekly Job Manager Meetings to review the fulfillment of job responsibilities for Project Management, Production, and Office staff

### Education

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University of Phoenix Tempe, AZ	MBA/Global Management November 2008- December 2009	3.75 GPA
Arizona State University Tempe, AZ	B.A.E. Secondary Education-History August 2006- May 2008	3.5 GPA

References available upon request.

Phil Mattei

Jeremy John

Kevin Brantley

# STEVEN J. RUDY

steve\_rudy@hotmail.com  
PHONE: (480) 650-8659

7753 E. Solano Drive  
Scottsdale, AZ 85250

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## WORK EXPERIENCE

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**West Coast Automation** – Tempe, Arizona 12/21 – Present  
*Senior Account Executive – Controls Sales*

- Service and construction sales of building controls.

**Daikin Applied** – Phoenix, Arizona 11/16 – Present  
*Senior Account Executive – Service Sales*

- Sold Turnkey Projects, Maintenance Agreements, and Repair work.
- Included Project Management, Maintenance Agreement Renewals, and Account Management.
- Regional Award 2017, 1<sup>st</sup> place total sales in West Region.
- Regional Award 2019, 1<sup>st</sup> place Turnkey and 3<sup>rd</sup> place total sales.
- Regional Award 2020, 1<sup>st</sup> place total Maintenance Agreements.

**Schneider Electric** – Phoenix, Arizona 04/15 – 09/16  
*Senior Account Executive – Controls Sales*

- Sold over \$1 million in revenue to new accounts.
- Service and construction sales of building controls.
- Sole developer for Arizona market.

**Johnson Controls** – Tempe, Arizona 09/10 – 03/15  
*Account Executive – Service Sales*

- Averaged \$700K/year in margin for the last three years.
- Responsible for sales of all Johnson Controls offerings with focus on controls.
- Account Manager of multiple large accounts.

**Pueblo Mechanical** – Phoenix, Arizona 08/09 – 06/10  
*Outside Sales Engineer*

- Developed and cultivated relationships with K-12 schools and government municipalities.
- Estimated and proposed service contracts, control systems and retrofit projects.
- Executed Mohave JOC, state contracts and G.P.P.S. procurement methods.

**Tri-City Mechanical** – Chandler, Arizona 09/07 – 06/09  
*Outside Sales Engineer*

- Estimated and developed proposals for commercial projects for replacement and repair.
- Performed and presented energy analysis to customers with government and utility rebates.
- Estimated and proposed service contracts.

**JOHNSON CONTROLS** – Tempe, Arizona 12/03 – 09/06  
*Account Manager – Systems Sales*

- Developed and cultivated relationships with owners, engineers and contractors.
- Estimated and developed proposals for commercial construction bids.
- Assisted in project management and engineering.
- Present product lines to engineers and owners.

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## **EDUCATION**

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**UNIVERSITY OF ARIZONA** - Tucson, AZ  
Bachelor of Science in Mechanical Engineering

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## **PROFESSIONAL TRAINING**

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- Sandler Sales Training
- Miller Heiman Sales Training
- Spin Selling, Target Account Sales Training
- Construction Sales Training & Product Training, Johnson Controls
- Professional Selling Skills, AchieveGlobal
- Presentation Skills, Frontline Group
- Voice of the Customer training, Rogers Corporation
- Technical & Soft Skills Training at all Rogers American & European business units

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## **REFERENCES**

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- Available upon request.



# David McLain

- Experience
- September 2010 – Present**      **West Coast Automation Services**      **Gilbert, Az**  
**Owner / Founder / Sales and Technical Manager**
- Licensed L39 mechanical contractor (ROC -268329) specializing in service and retrofit of building automation systems
  - Developed custom applications and automation solutions to improve clients building environmental and HVAC systems
  - Provided 3<sup>rd</sup> party integration of multiple types of facility equipment via MODBUS and BACnet over IP / MSTP and JCI N2
  - Consulted with clients on upgrading, retrofitting and servicing various types of building automation systems
- July 2009 – August 2010**      **Climatec**      **Phoenix, Az**  
**Account Specialist**
- Managed service relationship at Sky Harbor International Air Port handling the maintenance and repair of their Johnson Controls Metasys Extended Architecture system.
  - Integration of Metasys and Alerton BACnet automation systems as well as day to day system operations and energy management of the central plants for Sky Harbor.
  - Repair and maintenance of clients Johnson Controls PMI and Extended Architecture DDC systems
  - Repair and maintenance of clients Alerton BACTa k DDC systems
- October 2007 – May 2009**      **Southwest Trane**      **Tempe, Az.**  
**Service Solutions Leader**
- Responsible for all aspects of service group performance across Arizona, New Mexico and El Paso Texas including development and execution of the annual operating plan.
  - Led a full service team of six Area Service Managers, fourteen Team Leaders, eighty four technicians and fifteen Administrative staff delivering over twenty three million dollars of service business.
  - Developed and deployed business performance scorecards for each location coaching each local Area Service Manager on achieving business goals with their service teams.
  - Led the New Mexico and El Paso locations through migration of their office service business systems into the corporate Trane systems.  
Coached the service teams on utilizing the new systems to meet financial and customer satisfaction goals and objectives.
  - Implemented common administrative processes across the district to improve on billing, work in progress (WIP), and paperwork flow for all teams.
  - Deployed handheld devices for electronic paperwork flow district wide ultimately reducing days to bill.
  - Coached each Area Service Manager to develop their team leaders and administrative staff to improve employee and customer satisfaction.
  - Implemented forecasting process across the district to better predict and execute future service business and provide more accurate forecasting information for the district.

**April 2007 – October 2007 Linc Service Company Phoenix, Az.**

**Project Sales**

- Establishment and management of relationships with customers – facility owners/managers/directors - on developing HVAC service and replacement strategies to increase equipment lifecycles and reduce failures and downtime.
- Review and respond to request for proposals for service and retrofit work.
- Monthly forecasting of future bookings and business/customer development.

**2003 – 2007 Johnson Controls, Inc. Phoenix, Az.**

**Account Executive**

- Establishment and management of relationships with customers – facility managers/directors - on developing HVAC, Security and Automation service strategies to increase equipment lifecycles and reduce failures and downtime.
- Generation of proposals and estimates on HVAC, Automation and Security service proposals.
- Review and response to request for proposals for service and retrofit work.
- Monthly forecasting of future bookings and business/customer development.

**1998 – 2003 Johnson Controls, Inc. San Diego, Ca.**

**Service Team Manager**

- Supervision/Management of service team. Managing a wide portfolio of mechanical and automation customers. Responsible for building business relationships with both existing and potential service customers to promote additional lines of business.
- Worked with customers to identify and qualify new opportunities, proposal generation, pricing and closure of proposal.
- Responsible for contract renewal, negotiation, expansion, estimating, and profitability to predetermined financial goals.
- Responsible for manpower that included discovering, interviewing, hiring and firing as well as on going coaching/mentoring, goal setting and performance appraisal. Responsibilities also included labor forecasting to ensure that service team was properly staffed, as well as overall service growth by volume as well as margin.

**1994 – 1998 Johnson Controls, Inc. San Diego, Ca.**

**Service Representative**

- Service Technician: responsible for servicing and maintaining a portfolio of customers. This included determining the customer's needs and then consulting on various methods to improve their operational concerns. Duties included evaluation of building control strategies within the Johnson Controls Metasys automation system. Modification and creation of automation sequences to improve facility operations and energy efficiency.

**1993 – 1994 Control Contractors, Inc. San Diego, Ca.**

**Service Representative**

- Service technician responsible for servicing, maintaining and enhancements of the Barber-Coleman building automation systems, electronic control systems and mechanical equipment.
- 

**1985 – 1993 Air Conditioning Co. Inc. San Diego, Ca.**

**Service Mechanic**

- Responsible for servicing and maintaining a wide variety of Heating Ventilating and Air Conditioning equipment from packaged A/C and VAV type systems up to large reciprocating chillers, multi-zone equipment and mission critical computer room environments.

**Education 1999 – 2003 University of Phoenix San Diego, Ca.**

- B.S., - Business Management and Business Administration

**Licenses 2010 L-39 Arizona Mechanical Contractors License ROC -268329**

Professional controls technician desiring to become a vital asset in a leading edge company in order to utilize and advance personal expertise in programming and integration of various advanced energy management systems.

## **Education**

- ✓ BacNet Certification for Trane, and Johnson Controls
- ✓ Niagra and Tridium Platform Course
- ✓ Level 3 Technical Certification for Reliable Controls
- ✓ Facility Explorer Courses JCI
- ✓ HVAC-R & Electrical Courses
- ✓ HVAC Essentials
- ✓ Universal EPA Certification
- ✓ A+ Certification Course
- ✓ O.S.H.A. 10 Hour Certification
- ✓ High School Diploma
- ✓ Electronic Courses

## **Key Skills & Strengths**

- ✓ DDCA - Comprehensive experience in programming and installation of various systems such as Trane, Johnson, Siemens, Automated Logic Controls, Alerton, Honeywell, Trend, Novar, McQuay, Diakin, KMC, Distech Controls, Emmerson, Square D, Wattstopper, and GE.
- ✓ Electrical - Proficient with low and high voltage electrical installations and repairs. Experienced with various electrical meters and equipment, wiring schematics, and troubleshooting DC circuitry and AC circuitry single phase voltage (120VAC) to three phase voltage (480 VAC+).
- ✓ Computers - Proficient computer literacy with various computer hardware and networking components. Versed in Windows and Mac Operating systems and Microsoft applications including Office suite.

## **Professional Experience**

### **West Coast Automation**



### **Production Manager**



**January 2022 – Present**

- Pre – Contract:
  - Review potential jobs with the PM to ensure proper budgeting and specification. Assist the PM in bid preparation by meeting subcontractors at jobs for bids and special material pricing.
  - Provide input regarding budget, schedule, selection of lead carpenter or subcontractors, scope of work, and order materials.
- Pre – Production:
  - Provide the leads with all necessary information and materials to start the job efficiently.
  - Review the *job file* that includes all the required docs per the job's Scope Of Work (SOW). These would include the bid documents, schedule, budget, materials lists, client selections, change orders and subcontractor selections and bids.
  - Assist the client through the selection process and verify all selections with the client in writing.
  - Line up subcontractors and special order materials.
  - Attend the post – demolition walkthrough with the lead, customer and project manager.
- Project management
  - Visit jobs in progress as necessary
  - Update notes in Chronicle as required to detail job status
  - Assure that Change Orders are completed by Project Manager depending on complexity for all financial and scope changes to the project.
  - Scheduling for all jobs:
- Set up a preliminary schedule prior to production and adjust as necessary throughout the project.
- Assure that their progress payments are placed on the schedule and payments are made on time.
- Provide technical support as needed to the leads, field staff and subcontractors.
- Review job site during production for the following:
  - Work quality
  - Safety issues and concerns
  - Job site security
  - Job site organization and cleanliness
  - Efficiency
  - Customer communications
  - Assure the job is on schedule
  - Job Tracking
- Review, approve and assure all bills are properly coded for costing purposes.

- Monitor job purchases.
- Review all time cards and ensure that they are coded correctly.
- Project profitability
- Review the budget prior to scheduling employees or subcontractors. Provide budget expectations for employees.
- Review job costing and labor reports daily to assure that the project is completed within the expected project budget
- Work on projects as necessary to complete necessary tasks and punch list items.
- Material procurement and delivery to projects as needed. Have suppliers deliver frequently as possible.
- Discuss jobs daily to review progress with the lead.
- Coordinate all inspections – both from building departments and for payment.
- Leads assistance
- Showing a lead a better way to perform task.
- Tracking down hard to find materials or a subcontractor.
- Challenging the lead to use his time better in order to increase production.
- Placing orders for leads or providing manual labor when a helper is needed.
- Assist the leads with customer relations.
- Training for leads on supervision of the job.
- Participate in periodic site meetings with the customers and leads.
- Project close-out
- Assure the projects are 100% complete, including punch list items.
- Obtain notification of completion on every project.
- Assure job site is left clean and professional.
- Final Photos obtained and uploaded to job file and client
- Other Responsibilities
  - Research new subcontractors and suppliers.
  - Ensure subcontractor packet is completed with all required documentation, work with office staff
  - Hire and develop field staff
  - Ensure company rules and SOP are being followed
  - Control overtime hours of field staff
  - Involved in the approval process of time off requests (Vacation, Sick, etc)
  - Organize and attend bi-weekly meetings with staff to discuss production issues and inefficiencies. Engage staff to gain input and solutions. Safety meetings are very important should schedule as part of these meetings, topics and discussions put on by the Safety Manager.

## **Trane**

### **☞ Controls Project Specialist**

**☞ September 2019 – December 2021**

- Responsible for end to end testing, downloading programming, starting up, commissioning, and servicing on assigned projects.
- Uses a variety of hand tools, interpreting control drawings, plans, and specifications, to mount, assemble, test, and program the system.
- Responsible for timely completion of assigned projects and customer satisfaction.
- Plans and analyzes assigned projects, establishes schedules and project parameters and sets procedures to accomplish system objectives, involving complex contracting applications.
- Prepares for on-site installation and repairs by examining building layout, anticipating difficulties, gathering materials and coordinating on-site work, as necessary.
- Keeps current on Trane products concerning installation, operation, maintenance, service, and repair of direct digital control systems.
- Meets with contractors and owners to discuss scope of project; budgets; performance; and close-out.
- Represents company by serving as a direct customer contact.
- Supports the sales function by assisting with quote preparation and proposal.
- Examines and reviews contracts and estimates by performing risk analysis and developing risk plans.
- Ensures compliance with internal contracting processes.
- Establishes an operations budget for assigned projects by revising the original estimate based on validated project scope.
- Responsible for maintaining the project budget to forecasted values.
- Creates and makes revisions to project schedules including: generating tasks, estimates, dependencies; milestones, CPM Analysis; and Histogram Analysis.
- Oversees the following: preparation of Trane material and vendor orders; recording the receipt of materials and approving payments.

- Provides sales leads to appropriate personnel.
- Prepares sub-contractor request for quotation's (RFQ) including: scope statements; plans and milestone dates; specs; bonding requirements; and billing schedule of values.
- Receives and qualifies subcontractor proposals; supervises work of project assigned staff, subcontractors and installers.
- Responsible for project cash-flow management: progress billing, collections support and monitoring, and resource management.
- Responsible for change order management by recommending solutions, facilitating quotes and closing orders.
- Records parts, material, labor, and other cost data per assignment and returns unused resources.
- Ensures that quality standards are maintained for assigned projects.
- Maintains customer satisfaction by investigating concerns, implementing corrective action, and communicating with customers and assigned staff.
- Establishes professional relationship and communicates with field support staff and customers and their representatives. Interfaces constantly to maintain accurate status reports and project reviews.
- Provides technical support to customers on assigned projects.
- Documents work by completing paperwork on each job, including daily time, progress, and duration; and maintaining files.
- Provides training and follow-up training at customer site.
- Obtains acceptance and timely sign-off of the project by the customer.
- Responsible for the successful transition of warranty to the service process.
- Turns in all required paperwork and reports in a timely manner.
- Flexibility to work outside normal work hours/weekends, as required.
- Maintains tools and equipment by inspecting for signs of wear.
- Maintains own company vehicle where applicable by keeping records of service manuals, scheduling, completed repairs and maintenance service.
- Maintains assigned stock of inventory, company equipment, and documents all related activities.
- Analyzes, diagnoses, and repairs direct digital control systems at customer's location.
- Performs preventative maintenance, site surveys, replacement, and modifications as needed or requested by customers.
- Identifies parts to order for repairs and timeliness of need.

## **Trane**



## **Controls Technician 2**



**April 2015 – 2019**

- Establish & maintain a positive relationship with customers, vendors and co-workers through effective oral and written communication skills via phone, computer, and face to face
- Responsible for end to end testing, downloading programming, starting up, commissioning, and servicing on assigned projects.
- Represents the company by serving as the direct customer contact and is responsible for servicing products and equipment on assigned projects, ensuring customer satisfaction by identifying, analyzing, diagnosing and repairing equipment and systems at customer's location.
- Coordinates with team leader and customer to precisely understand requirements for all on-site installation by extensively examining building layouts, forecasting issues, gathering materials and synchronizing on-site work.
- Responsible for servicing products on assigned projects and ensuring customer satisfaction to include training and follow-up training.
- Uses cutting edge software and technology, along with a variety of hand-tools, following blueprints or engineering specifications, to diagnose and repair units.
- Continually enforces safety to the highest standards and maintains security and accountability of company issued and procured assets by recording use, wear and conditions.
- Organizes and complies with all pertinent documentation needed on a daily/weekly/monthly basis to successfully manage the businesses required reports.
- Independently manages daily business needs by identifying parts to order for repairs and determines the urgency of the requirement.
- Keeps current on Trane products concerning installation, operation, maintenance, service, and repair of direct digital controls and HVAC mechanical systems.
- Initiates the direction of the customer to the appropriate sales contact as necessary.

**D.R. Digital Controls**



**Foreman / Installer / Programmer**



**March 2013 – February 2015**

- **Site Logistic Planning** - Develop, coordinate, and maintain site logistics plan on all assigned projects. This includes walking projects to establish any pre-existing conditions and possible integration with other building operation systems that need to be factored, identifying and communicating any potential problems with client expectations and scope requirements established by project management, and communicating possible value engineering opportunities.
- **Field Supervision** - Direct and oversee all field labor force for assigned projects. This includes assigning daily tasks in conjunction with schedule expectations, communicating with project management to ensure labor force is meeting company expectations, and ensuring all labor reported for the projects is accurate and meets established project estimations.
- **Field Directives** - Communicate scope changes through field directives to the project managers. If requested, assist in getting these directives approved by clients in a timely manner.
- **Start-ups / Commissioning** - Coordinate and ensure that all quality inspections, start-ups, and commissioning with other building operation systems are successful. Work with the client and other contractors involved with any necessary troubleshooting and repairs needed.
- **Safety Management** - Responsible for overseeing and implementing company and client safety requirements established on each assigned project. Document and maintain all project specific safety documentation when required. These documents range from daily pre-task plans, job hazard analysis forms, daily equipment and tool inspections, material handling and delivery plans, new labor orientations, safety data sheets, fall protection plans, and any other necessary documentation.
- **Cost Reporting** - Assist project managers when requested with monthly projections and cost reporting such as work in progress and job analysis reports.
- **Client Rapport** - Maintain good rapport with clients by participating in all project meetings, communicating any potential issues while recommending options for timely solutions, meeting schedule requirements, and ensuring that client expectations are exceeded on every project.
- **Programming & Installation** - Self-perform installations and programming on smaller projects.
- **Maintenance** - Perform preventive maintenance, repair and servicing of existing control and specialty systems.

**BAS Technologies**



**Operations Specialist**



**May 2011 – Sept 2012**

- **Programming & Installation** – Responsible for performing installations and programming for a multitude of DDCA systems.
- **Maintenance** - Executed preventive maintenance on existing control systems in order to avoid costly repairs for clients.
- **Material / Equipment Management** – Worked with project managers to ensure initial material and equipment purchases were accurate and performed timely. Anticipated additional material and equipment needs prior to implementation in order to avoid schedule delays and unnecessary labor costs due to lack of productivity.
- **Field Directives** – Communicated daily with project management production and cost updates through daily task spreadsheets.
- **Client Rapport** - Participated in all project meetings requested by the client. Communicated daily with Clients to ensure expectations were being met and resolve any potential issues.

**Washington School District**



**Trades Specialist: HVAC-R Controls**



**May 2007 – May 2011**

- **Mechanical Systems** – Performed preventative maintenance, troubleshooting and repair of all existing mechanical systems for the entire school district.
- **Energy Management Systems** – Ensured that the multiple energy systems ran properly and safely for all staff and students. This included troubleshooting and servicing issues on demand. Promoted to HVAC-R Trade specialist within 8 months.

**Dysart School District**



**Plant Manager**



**July 2005 – May 2007**

- **Maintenance** – Daily duties included inspecting, troubleshooting and repair all systems which included electrical, mechanical, and plumbing. Ensured that all systems ran according to the ASFB requirements.

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- 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]

West Coast Automation Services LLC  
4057 E Dublin St  
Gilbert, AZ 85295-7743

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



LICENSE EFFECTIVE THROUGH: December 31, 2022  
STATE OF ARIZONA

**Registrar of Contractors** CERTIFIES THAT



West Coast Automation Services LLC

CONTRACTORS LICENSE NO. ROC 268329 CLASS C-39

Specialty Commercial  
Air Conditioning and Refrigeration

THIS CARD MUST BE  
PRESENTED UPON DEMAND

  
JEFF FLEETHAM, DIRECTOR

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West Coast Automation Services LLC  
2167 E. Cedar St, Suite 4  
Tempe, AZ 85281

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West Coast Automation Services LLC

CONTRACTORS LICENSE NO. ROC 334788 CLASS CR-67

Specialty Dual  
Low Voltage Communication Systems

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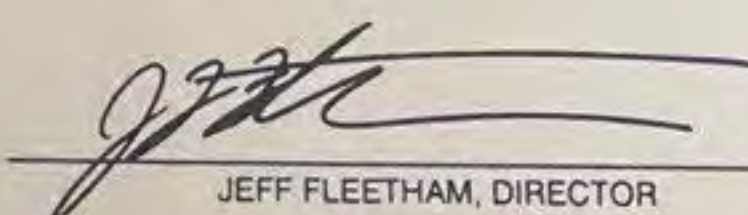


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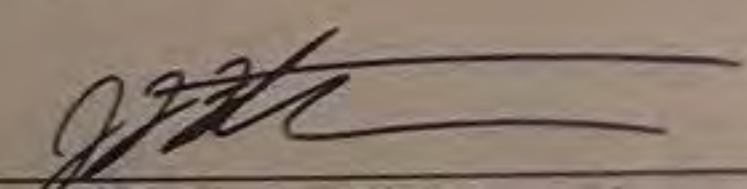


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JEFF FLEETHAM, DIRECTOR



June 9th, 2022

To Whom it May Concern

RE: West Coast Automation Services, LLC  
Experience Rating

Please be advised that West Coast Automation Services LLC currently does not have an experience modification promulgated by NCCI. The reason is that they do not qualify as their premium is below the threshold to qualify.

You will need to use 1.00 for comparison purposes.

Should you have any questions, please feel free to contact this office.

Sincerely



Carol Trelford  
Account Executive  
602-393-3419