



**Marsden Services Response
For
REQUEST FOR PROPOSAL #R10-1167 FOR:
Facility Management Services**

Submitted 4/26/24

Section Two:
Proposal Submission, Questionnaire and Required Forms

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. **Vendor responses are strictly limited to 100 total pages (not including Attachment B – Pricing Excel pricesheet).** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

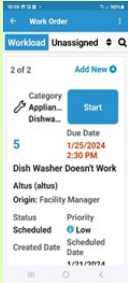
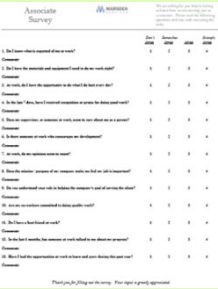
Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Marsden Services
	<i>What is the mailing address of your company's headquarters?</i>	2124 University Ave West, St Paul, MN 55114
	<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 Niswonger Director of Major Accounts steve.niswonger@marsden.com 614-204-6071
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	

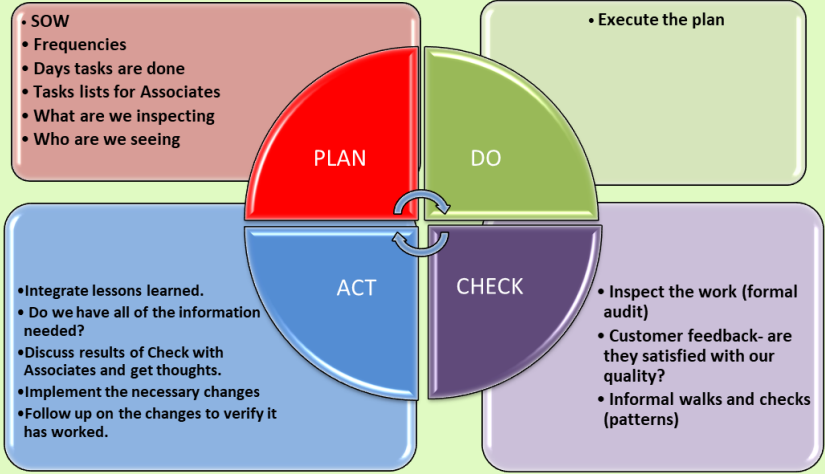
to meet the needs requested in the scope		
Competitive pricing for all available products and services, including warranties if applicable	<i>Does pricing submitted include the required administrative fee?</i>	Yes.
	<i>If utilizing the cost and incentive fee pricing model, outline your process for estimating target costs.</i>	Target costs are based on the amount of labor, equipment, and supplies that are needed to perform each task requested in the agency scope of work. We use industry standards for workloading to determine how much labor is needed. We have also developed proprietary workloading standards. These standards include how much cleaning chemical is used by an associate cleaning per shift. We evaluate each opportunity and develop a customized labor plan. This labor plan includes utilizing effective and efficient equipment to help reduce the amount of labor that is needed.
	<i>Is there a minimum threshold requirement for agencies to use the services found in the pricing file.</i>	Our most effective client solutions utilize full-time labor (working 40 hours per week). We would like to set our minimum at utilizing 40 hours per week of labor.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	We do not typically offer financial incentives at the front end. Our model is based on hiring the best people, utilizing our proven processes and management to exceed our customers’ expectations. When hiring the best people, we sometimes pay more in wages and benefits. Our customers are incentivized to use our service because of the results we achieve within their budget constraints. We can typically save our customers money by hiring, training, and managing more productive people. This will be seen when agencies evaluate our Target Costs vs. a competitive bid.
Ability of Customers to verify that they received contract pricing	<i>If utilizing the cost and incentive fee pricing model, describe your ability to forecast costs accurately. Provide a one page example cost estimation.</i>	<p>We are able to forecast costs extremely accurately. Most of our contracts are multi-million dollars with multiple years. Therefore, by the nature of our business, it is imperative that we can estimate future costs within these multi-year contracts.</p> <p>Our Recruiting department assists in determining wage costs. We are able to forecast our benefit costs (healthcare, 401k, paid time off, and holiday pay). We develop a customized labor plan for each contract to make sure we have accurately accounted for our labor cost.</p> <p>An Example is provided in Appendix A</p>
	<i>If using the cost and incentive fee pricing model, describe your ability to provide itemized reports showing actual costs for agencies’ due diligence purposes. Provide a one-page example cost report.</i>	<p>We have many large and complex customers that have specific invoicing requirements that we are able to comply with. We can provide itemized reports that show actual costs.</p> <p>An Example is provided in Appendix A</p>
	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>
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		

<p>Service quality and features</p>	<p><i>Please provide a high-level overview of the services being offered and how they address the scope being requested herein.</i></p>	<p>Marsden was founded as a premier janitorial service provider in 1952 in St Paul, MN. It was important to our founder (Skip Marsden) to develop his people and provide them with career advancement opportunities. This is still an important part of our culture today.</p> <p>Marsden has grown organically and through acquisition. Marsden's first acquisition was a security company (American Security). As Marsden has grown into a national service provider, we realized the need to not only acquire security and janitorial companies, but the need to also acquire mechanical companies. To date, we have acquired Palen Kimble and Signature Plumbing in MN and Sun State Mechanical in AZ. These acquisitions along with our organic growth have helped us to evolve into a total Facility Management service provider.</p> <p>The additional services we offer has helped us to continue to develop career paths for our front-line staff. This is an important part of our associate engagement and retention plan.</p> 
	<p><i>Outline relevant facility certifications and licenses your organization holds.</i></p>	<p>Janitorial Services: Several of our janitorial service operating companies are CIMS certified. CIMS is a certification from ISSA (International Sanitary Supply Association). It is similar to ISO9000 for cleaning companies.</p> <p>Integrated Facility Services (IFS): Several of our personnel are IFMA CFM Certified and have FMP Designations.</p> <p>Certs./licenses (HVAC/Plumbing) Gas A Refrigeration A RVentilation RWarm Air Plumbing/Gas fitting Steam fitting A ASSE Certified Backflow MedGas</p> <p>Marsden Central (MN, WI, IL, IA, NE, SD, & ND) Water/Mold/Smoke Remediation TCHEST Certified Healthcare environmental service technician program Journeyman High Rise Window Cleaning</p> <p>Contractor Licenses (Restoration) Idaho Iowa Nevada City of Scottsdale, AZ Louisiana Arizona Washington</p>

		<p>Marsden owns mechanical companies in AZ and MN. We have the ability to self-perform technical HVAC and plumbing in these states. In other states, we utilize our mechanical contractor network.</p>
	<p><i>Describe your quality control processes and standards for ensuring consistent service delivery.</i></p>	<p>Our quality control and standard delivery process is centered around measuring the completion of tasks (SOW) and overall customer satisfaction. We measure and manage variables in the following categories to make sure we are effectively serving our customers: Safety, Quality, Cost, Delivery, and Morale. We refer to these collectively as SQCDM. These become our KPIs at many of our accounts. We customize our KPIs depending on our client's needs.</p> <p>We have web-based software that assists us in collecting most of our data. Our data can then be reported in Power BI dashboards for our managers and clients to view.</p> <p>Labor Management (pre quality control): Our labor management includes time keeping, associate contact information, and the ability to send messages to different teams within an account. Alerts are sent when associates do not clock-in on time. Our system has additional HR functionality that helps us track associate training. It also sends alerts when training is due (i.e. Blood Borne Pathogen training). Our associate morale survey is part of labor management. This survey is sent out electronically to our associates. We also provide paper copies to fill out if that is an easier format for them.</p> <p>Work Orders / Service Requests: Our software captures work orders and service requests. These can be created from a smart phone and assigned with priority levels. We can also track time to complete.</p>  <p><u>SQCDM (Safety, Quality, Cost, Delivery, & Morale)</u></p> <p>S (Safety): We perform safety audits, track safety training that is performed on site, and near misses. We utilize near misses to engage our team on the importance of safety. We also set safety performance goals and track and report on those goals on a monthly basis.</p> <p>Q (Quality): We perform formal quality inspections using our web-based software. We set quality performance goals and report actual v. goal. We also measure workorder completion time. We set goals, and report actual v. goal. We have the ability to also illustrate work orders by type and quality concerns by time to provide actionable data to illustrate potential problems before they become a trend.</p> <p>Our client survey is sent out 2 times per year for those clients that choose to utilize it. It is sent out during the same time period as our Associate Survey. Our client survey is sent to decision leaders within your facilities.</p> <p>C (Cost):</p>

		<p>Within Cost, we are measuring on time and accurate invoicing. The is also an area within many of our QBRs that we discuss cost savings and efficiency projects, as well as any changes to the scope of work that are needed. All changes to scope of work are approved by the client.</p> <p>D (Delivery): Delivery is where we illustrate the completion of our project work. We schedule our projects within our web-based Project Calendar. We utilize our project calendar to schedule everything from our routine PMs to floor care projects. We can report on time completion for this metric.</p> <p>M (Morale): This is where we track and measure the morale of our associates. We measure our associate retention on a monthly basis and accumulate this number over the year. We also measure length of service. The most important metric in this section is our 13 question Associate Survey. This survey is sent out 2 times per year and coincides with our client satisfaction survey. Our Associate Survey is a 13-question survey that builds on a Maslow-Hierarchy of needs (it starts with; do I know what is expected of me, and ends with have you had opportunities to learn and grow at work)</p> <p><u>Associate Survey Questions:</u></p> <ol style="list-style-type: none"> 1. Do I know what is expected of me at work? 2. Do I have the materials and equipment I need to do my work right? 3. At work, do I have the opportunity to do what I do best every day? 4. In the last 7 days, have I received recognition or praise for doing good work? 5. Does my supervisor, or someone at work, seem to care about me as a person? 6. Is there someone at work who encourages my development? 7. At work, do my opinions seem to count? 8. Does the mission / purpose of my company make me feel my job is important? 9. Do you understand your role in helping the company's goal of serving the client? 10. Are my co-workers committed to doing quality work? 11. Do I have a best friend at work? 12. In the last 6 months, has someone at work talked to me about my progress? 13. Have I had the opportunities at work to learn and grow during this past year?   <p>We see a strong correlation in our SQCDM metrics and our clients overall satisfaction. Therefore, most of our QBR are a reporting and discussion of each of the metrics within Safety, Quality, Cost, Delivery, and Morale.</p>
	<p><i>Describe your organization's approach to continuous improvement and innovation in facilities management services.</i></p>	<p>Continuous improvement is important to us and our service delivery. The framework for our continuous improvement plans are based on PDCA: Plan, Do, Check, Act</p> <p>Typically, the first step in the process is what we refer to as “take it to the spot”. This is when a member of our management team goes to the area where a service concern happened to truly understand what is happening. This is also known as the Gemba walk. We start asking our 5 whys to understand the variables of the issue.</p> <p>We then begin to address our follow up process. We have included our PDCA chart below and have listed the summary of items we will be addressing.</p> <p>Plan</p>

		<p>We have operating task list and schedules in place that match our SOW. We are making a revision that shows the day of the week that weekly tasks are being done. This has not been spelled out specifically enough in our checklist. This will allow us to gain more consistency and aid our Checking of the work by having clear expectations with our staff on the exact day and for leadership to be able to check quality more effectively.</p> <p>We implement a schedule for the week that clearly shows what areas we are checking and auditing each day. The list will be established at the beginning of each week and will be based on patterns we are observing during our previous audits, from follow-up conversations with customers, and from items that may be reported to us.</p> <p>Do We will execute the plan.</p> <p>Check We will be auditing the facility on a daily basis utilizing the above-mentioned schedule and imputing information into our web based auditing tool. This will allow us to better see trends and patterns and then allow for course correction as needed. We can share audit results with clients.</p> <p>We will perform the audits in several ways. A- we will inspect areas on our own to judge the quality of work. B- We will inspect areas along with the cleaning tech to use as a teaching aid for the tech. This will allow them to clearly see on the spot how well they are performing their tasks, as well as lead to quicker correction.</p> <p>We will follow up with contacts to quantify their experiences with our services. We want to ensure we are allowing them to address concerns they have, positives that have happened and any needs that they have. This information will aid us in our service delivery model to provide them the consistency in our service.</p> <p>Act The key component to this is talking with our techs. We want to have open communication on where there are still issues, what solutions they may have, our solutions, and then make the adjustment.</p> <p>We will then make any adjustments to the programs based on these findings. We will also integrate any lessons learned into our processes.</p> <p>Check process changes to get to resolution.</p> <p>Below is our PDCA plan in a summary form. The detailed information is in the above listings.</p> <p>KAIZEN</p>
--	--	---

		 <p>We are able to offer innovative solutions in Facility Management Services by sharing best practices with our operational counterparts around the country. In addition, we are members of APPA, IFMA, ISSA, BOMA, and the BSCAI. These organizations also share ideas and best practices.</p>
	<p><i>List the number and location of offices or service centers for all states being proposed in solicitation. Additionally, if your company does not offer all products and services in all 50 states, please describe any geographical limitations on any product or service offered.</i></p>	<p>We have over 50 offices across the country. They are listed below.</p> <p>Marsden Services, L.L.C. 2124 University Ave. W. St. Paul, MN 55114</p> <p>Marsden Central Main Office: 1717 University Ave. W. St. Paul, MN 55114</p> <p>Marsden Central Des Moines, IA 2801 Bell Avenue Des Moines, IA 50321</p> <p>Marsden Central Omaha, NE - 13217 F Street Omaha, NE 68137</p> <p>Marsden Central Rochester, MN 15 Civic Center Drive NE Rochester, MN 55904</p> <p>Marsden Central Duluth, MN 4511 W. First Street, STE 5 Duluth, MN 55807</p>

		<p>Marsden Central St. Cloud, MN 3900 Roosevelt Road, STE 102 St. Cloud, MN 56301</p> <p>Marsden Central Sioux Falls, SD 5511 N. Quarry Ave., Suite 201 Sioux Falls, SD 57104</p> <p>Marsden Central Sacramento, CA 3722 Happy Lane, STE 20 Sacramento, CA 95827</p> <p>Clean Power, L.L.C. Main Office: 2077 South 116th Street West Allis, WI 53227</p> <p>Clean Power Appleton, WI 3011 East Capitol Drive Appleton, WI 54911</p> <p>Clean Power Racine, WI 601 Lake Avenue Racine, WI 53403</p> <p>Clean Power Stevens Point, WI 2607 Post Road, STE 7 Stevens Point, WI 54481</p> <p>Clean Power Eau Claire, WI 1737 Westgate Rd. Eau Claire, WI 54703</p> <p>Clean Power Madison, WI 2842 Progress Rd. Madison, WI 53716</p> <p>Clean Power Sheboygan, WI 4736 S. Taylor Drive Sheboygan, WI 53081</p> <p>Clean Power Wausau, WI 2712 Stewart Ave. Wausau, WI 54401</p> <p>Clean Power Bloomington, IL 3004 Gill St.</p>
--	--	---







		<p>Bloomington, IL 61704</p> <p>Scioto, L.L.C. Main Office: 65 Kingston Avenue Columbus, OH 43207</p> <p>Scioto Cincinnati, OH 4040 Rev Drive Cincinnati, OH 45232</p> <p>Scioto Middleburg Heights, OH 6751 Engle Road, STE H Middleburg Heights, OH 44130</p> <p>Scioto Dayton, OH 2843 Culver Avenue Dayton, OH 45429</p> <p>Scioto Bellaire, OH 3494 Noble St. Bellaire, OH 43906</p> <p>Scioto Parkersburg, WV 430 29TH St., STE D Parkersburg, WV 26101</p> <p>Scioto Putnam County, WV 105 Erskine Ln., STE 105B Scott Depot, WV 25560</p> <p>National Maintenance Contractors, L.L.C. Main Office: 34004 9th Ave. S., Suite B110 Federal Way, WA 98003</p> <p>National Maintenance Contractors Spokane, WA 5227 E. Trent Avenue Spokane, WA 99212 Phone: (509) 315-9862</p> <p>National Maintenance Contractors Spokane, WA 9221 N. Division, Suite D Spokane, WA 99218</p> <p>National Maintenance Contractors Kennewick, WA 7103 W. Clearwater Ave., STE D Kennewick, WA 99336</p>
--	--	---

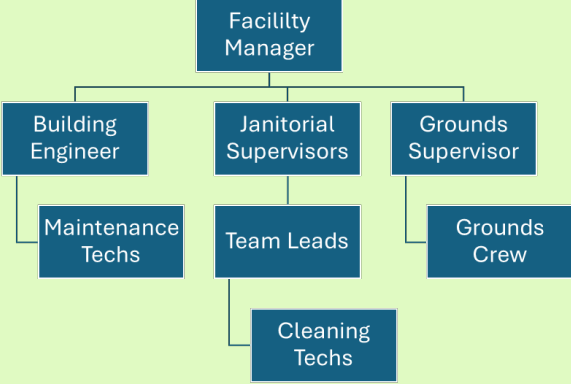
		<p>CBM Systems, L.L.C. Main Office: 7409 SW Tech Center Drive, STE 100 Tigard, OR 97223</p> <p>Haynes Building Service, L.L.C. Main Office: 16027 Arrow Highway, STE I Irwindale, CA 91706</p> <p>Haynes Building Service San Diego, CA 7945 Dunbrook Rd., STE E San Diego, CA 92126</p> <p>Haynes Building Service Sacramento, CA 3722 Happy Lane, STE 40 Sacramento, CA 95827</p> <p>Haynes Building Service Santa Clarita, CA 26376 Ruether Ave. Santa Clarita, CA 91350</p> <p>Haynes Building Service Tempe, AZ (Pro Serv) 2507 W. Erie Drive, Suite 103 Tempe, AZ 85282</p> <p>Marsden South, L.L.C. Main Office: 11000 S. Wilcrest Drive, STE 127 Houston, TX 77099</p> <p>Marsden South Pompano Beach 1388 SW 8th St. Pompano Beach, FL 33069</p> <p>Marsden South Freeport, TX 1744 W. 4th St., STE 204 Freeport, TX 77541</p> <p>Marsden South Orlando, FL 2200 Forsyth Road, Unit A2 Orlando, FL 32807</p> <p>Marsden Northeast, L.L.C. Main Office: 3004 Gill St. Bloomington, IL 61704</p> <p>Final Touch, L.L.C. Main Office:</p>
--	--	---

	<p>1717 University Ave. W. St. Paul, MN 55104</p> <p>Palen Kimball, L.L.C. Main Office: 1717 University Ave. W. St. Paul, MN 55104</p> <p>Palen Kimball Spring Lake Park, MN 8260 Arthur St. NE, STE A Spring Lake Park, MN 55432</p> <p>Al's Window Cleaning, L.L.C. Main Office: 12020 W. Ripley Ave. Wauwatosa, WI 53226</p> <p>Marsden Mechanical, L.L.C Main Office: 2507 W. Erie Drive, STE 103 Tempe, AZ 85282</p> <p>Caledonian Building Services, L.L.C. Main Office: 47 Rickenbacker Circle Livermore, CA 94551</p> <p>Caledonian Building Services San Leandro, CA 1937 Davis St. San Leandro, CA 94577</p> <p>American Security, L.L.C. Main Office: 1717 University Ave. W. St. Paul, MN 55114</p> <p>American Security Des Moines, IA 2801 Bell Avenue Des Moines, IA 50321 Phone: (515) 245-4350</p> <p>American Security West Allis, WI 2077 South 116th Street West Allis, WI 53227</p> <p>American Security Omaha, NE 13217 F Street Omaha, NE 68137</p> <p>American Security Winter Park, FL 1313 W. Fairbanks Ave., STE 200A</p>
--	--

		<p>Winter Park, FL 32789</p> <p>American Security Rochester, MN 15 Civic Center Dr. NE Rochester, MN 55904</p> <p>American Security Tempe, AZ 2507 W. Erie Drive, STE 103 Tempe, AZ 85282</p> <p>American Security Miramar, FL 1388 SW 8th St. Pompano Beach, FL 33069</p> <p>American Security St. Louis, MO 314 North Jefferson Ave. St. Louis, MO 63103</p> <p>American Security Venice, LA 40412 A River Rd. Venice, LA 70091</p> <p>American Security Broussard, LA 406 East Madison St. Broussard, LA 70518</p> <p>American Security Pascagoula, MS 5912 Old Mobile Highway 7, STE 7 Pascagoula, MS 39581</p> <p>Tier-One Property Service, LLC Main Office: 1100 S. Wilcrest Dr., STE 125 Houston, TX 77099</p> <p>Tier-One Property Service Dallas, TX 7610 N. Stemmons Suite #335 Dallas, TX 75247</p> <p>Tier-One Property Service Marysville, OH 405 South Oak Street Marysville, OH 43040 Phone: (937) 644-0888</p> <p>Tier-One Property Service Kansas City, MO 8601 E. 63rd Street</p>
--	--	---

		Kansas City, MO 64133
	<i>Outline any value-added capabilities not already addressed.</i>	<p>Marsden is a fully Integrated Facility Services (IFS) provider with significant technical capabilities. We have the ability to become a total Facility Management solution for an agency. We can also be utilized to outsource specific maintenance positions, such as a Facility Manager or Maintenance Tech. We can also be utilized to provide a specific service, such as janitorial.</p> <p>Some of our value added technical capabilities are listed below. We self-perform these services in AZ and MN. We can consult with you and/or sub-contract these services in all other states:</p> <ul style="list-style-type: none"> • Preventative Maintenance • Filtration & Ventilation • Central Chiller Systems • Cooling Towers • Package & Split Systems • Evaporative Coolers • Compressors • Conversion of Central Air Systems to Individual Split Package Air Conditioners • Energy Conservation Consulting • Facility & Equipment Evaluation • Energy Audits, Systems Solutions, & Management Controls • Industrial Ammonia Refrigeration Systems • Integrated Controls Systems • Emergency Services • Drain Cleaning & Drain Jetting • Toilet, Sinks, Faucets, & Flush Valves • Sewer Lines Repaired & Replaced • Water Services Repaired & Replaced • Video Inspection Services • Underslab Leak Location • Backflow Devices & Inspections • Gas Piping Repaired & Replaced • Medical Gas Piping & Inspections • Tankless Water Heater, Lift Stations, Sump Pumps, Pumps System & Booster, and Tampering Valves
Cost-saving strategies	<i>Outline cost-saving strategies or innovative approaches your organization employs to minimize expenses while maintaining quality service levels.</i>	<p>We owe a lot of our success to our long-term clients that have helped us learn how to be innovative and cost effective. Honda of America Manufacturing is one of these clients. We have been their janitorial service provider since they opened their first automotive production plant in the United States in 1981.</p> <p>We have been their service provider since 1981 because of our ability to employ innovative strategies to save them money over the years. We accomplish this by building it into our culture.</p> <p>It is purposefully built into our CULTURE by focusing on 3 things on a daily basis: People, Process, & Management</p>

		<p>People: We appreciate, respect, and invest in our labor force. We treat our employees with dignity and provide them with a positive company culture. We also offer competitive benefits packages and opportunities for career growth. Our staff take pride in their work and their ability to serve our clients.</p> <p>Process: We develop a defined, site-specific approach for each client facility that implements best practices and allows us to provide consistent results every shift.</p> <p>Management: We use advanced technologies and industry-leading labor management techniques to measure performance, gain efficiencies, and provide exceptional service. Above all, our management teams understand how to work with people and get the best out of them.</p> <p>When we have all of the right people working together, we are able to reduce costs. Since our front line is part of the process, they generate ideas to help us reduce costs. We pay our front-line associates more than the competition and offer them benefits. This helps to engage them in the process. They know when we reduce our labor, the result helps us to pass along pay increases to them.</p>
	<p><i>Outline any value-added services or programs your organization offers that could potentially reduce costs or improve operational efficiencies.</i></p>	<p>An example of our value added service in our janitorial business is a process called the TECH Program. TECH stands for Teach Easy Cleaning Habits. The program is designed to deliver consistent efficient results by breaking down our clients scope of work into easy to understand tasks. These tasks are then put into Route Cards. Each route is designed with the proper supplies and equipment. Each Route Card describes the task to be completed as well as the general timing it should take to run the route. See the example below.</p> <div data-bbox="772 716 1402 1073"> <div> <h3>Why it Matters</h3> <div>  <p>CONSISTENCY TECH eliminates the variables from one cleaner to the next, ensuring uniform performance.</p> </div> <div>  <p>EFFICIENCY TECH's best practice method for cleaning each area ensures time and energy are not wasted.</p> </div> <div>  <p>OWNERSHIP Each cleaner assigned an area of responsibility, which instills a sense of ownership.</p> </div> </div> <div> <h3>How it Works</h3> <div>  <p>TASKS TECH specifies everything that needs to be done at the site in a certain order.</p> </div> <div>  <p>ROUTE Cleaners are taught the most efficient path and cleaning method for each area.</p> </div> <div>  <p>SUPPLIES TECH incorporates the best equipment and chemicals to use at each site.</p> </div> </div> </div> <p>TECH Program - Route Card Example:</p>

		 <pre> graph TD FM[Facility Manager] --> BE[Building Engineer] FM --> JS[Janitorial Supervisors] FM --> GS[Grounds Supervisor] BE --> MT[Maintenance Techs] JS --> TL[Team Leads] TL --> CT[Cleaning Techs] GS --> GC[Grounds Crew] </pre> <p><u>Differentiator – TEAM LEADER Position:</u> One of the differences with our management model is the Team Leader position. In our opinion, this position is critical to the successful deployment of a janitorial solution. This position is the eyes and ears of management. They help to set pace and are key in providing on-the-job training to new cleaning techs. Additionally, we have learned over the years that it is important to have a pre-management position. The Team Leader does not have the hire, fire, and disciplinary responsibilities. This is helpful with the career development of our cleaning techs. This becomes their first step into a management position without feeling all of the pressures of management and supervision.</p>
	<p><i>Describe your background check and screening processes you have in place for employees.</i></p>	<p>We do business with a lot of government agencies and fortune 100 companies that have very strict background check processes. Many of our non-government clients are financial services and banking customers like JP Morgan Chase, Fidelity, Capital One, & Wells Fargo that require additional background checks. One example of this is AOA for airports. In these cases, we follow our clients background check process.</p> <p>Our standard process is to require 2 forms of ID to begin the process. We perform a national background check. We also utilize E-Verify to make sure the applicant is legal to work in the US. We utilize both IDs to make sure all information matches with E-Verify. We also perform FBI/BCI background checks for many of our government contracts – especially our K-12 school customers.</p>
	<p><i>Describe your strategies for recruiting and retaining qualified staff members. When engaging with a new customer, outline any strategy or approach to retaining existing employees.</i></p>	<p>Our entire recruiting and operational approach is based on hiring the best possible people and retaining them.</p> <p>We have full-time professional recruiters that perform the initial interview and determine if the applicant is a fit for the position. Our recruiters work with our Operations and Sales Teams to make sure they understand each job. By understanding each job, it is easier for them to find people that will be a fit. When we have a good fit, we have a higher probability of retaining.</p> <p>Our recruiters utilize Fountain software, this technology makes it easier for each applicant to communicate with us during the recruiting process. This technology also helps our recruiters have purposeful conversations with each applicant that appears to be a potential fit.</p> <p>A “Fit” is someone that matches our company culture:</p> <ul style="list-style-type: none"> ✓ Self-respect ✓ Professional attitude

		<ul style="list-style-type: none"> ✓ Takes pride and satisfaction in their work ✓ Flexible and friendly <p><u>Differentiator – Marsden’s Management site management team performs on site interview and makes final hire decision.</u></p> <p>Before we started using Fountain, our recruiters were spending too much time on administrative tasks and too much time talking to the wrong candidates. Now, our recruiters have time to provide helpful information to our new applicants to get them to the jobsite for their site interview with our Operations and Management team. Most companies in our industry don’t perform multiple interviews. Our onsite management team makes the final hiring decision.</p> <p>Our recruiting team also follows up with the applicant after their interview and after their first few days on the job. We have found that these extra touch points have improved our overall retention numbers.</p> <p>Hiring the right people the first time is just the first step in our retention program. We have engagement programs that are designed to help our Operational and Management teams retain our front-line workforce. The most impactful program is our training and development programs that help us to career path our workforce. One of the initial promises we make our new cleaning tech is that they can have a career with us. We have example after example of our front-line associates developing careers with us.</p> <p>Our CEO (Guy Mingo) started with us in the late 1970s as a part time cleaner. He became a supervisor and continued to work his way up through the organization. We have multiple Division Presidents and VP’s of Operations that started the same way.</p> <p>As discussed in the previous section (Labor Management & Quality Control), we measure the morale of our associates as part of SQCDM. Our Associate Survey is detailed in that section. We also measure turnover and length of service to make sure our site management is retaining our front-line associates.</p>
	<p><i>Outline any training and development programs available for staff members.</i></p>	<p>Every new Marsden employee goes through a multi-step training process. They complete hours of education and practice before commencing work. The result is a workforce that is knowledgeable, efficient, consistent, and highly skilled.</p> <p>Our training enables our employees to deliver quality, customer-focused services. Our committed cleaning team provides:</p> <ul style="list-style-type: none"> • The highest level of quality • Associates who demonstrate accountability and ownership in their work • An emphasis on safety, best practices, and proper techniques • Efficient methods and a subsequent reduction in costs • Consistent performance through training specific methods <p><u>Classroom Training</u></p> <p>The first portion of the training program takes place in a classroom. Classroom training focuses on introducing employees to Marsden’s culture and emphasizing safety. By carefully covering safe practices before an employee begins any physical training, we ensure employees start their Marsden careers with safety in mind.</p> <p>There are test questions after each section to ensure comprehension. Once new employees have satisfactorily completed the first tier of training, they’re given a new employee orientation assessment before commencing onsite training. During classroom orientation and training, new employees learn:</p> <ul style="list-style-type: none"> • Company policies and procedures • Employee “Right to Know” information • Blood borne pathogens safety procedures (if applicable) • Safe use of all products and equipment

- Back care and safety techniques
- Recommended lifting techniques
- Use of Safety Data Sheets (SDS)
- Occupational Safety and Health Administration (OSHA) labeling
- Environmentally conscious cleaning techniques

Technical Training

Upon the successful completion of the assessment, new employees begin their onsite technical training, which includes:

- Standardized cleaning methods
- Site-specific training and safety protocols
- Safety training
- Human resources policies
- Training on customer service skills, called Marsden's Star Service© program
- Proper use of equipment
- Advanced industry training
- Supervisory skills
- Management development

A key aspect of onsite training is a specialized two-hour course led by our Human Resource (HR) personnel on Marsden's Star Service© program. This program is unique to Marsden and reminds our personnel to incorporate customer service into their daily routines. By doing so, we create a company-wide culture that recognizes the vital importance of building relationships with our customers.

During the onsite training, new employees are also able to build upon classroom learning. By watching trainers' model correct techniques and demonstrate safe practices, new employees can visualize what they're learning. This prepares them to practice these procedures and techniques themselves in the final step of training.

Procedural Training

The final stage in our training program is for employees to receive one-on-one instruction during procedural training. This ensures employees have retained what they've learned, and they can execute it.

During the hands-on training, a designated trainer works side by side with the new cleaner, and as they clean, the new employee is taught:


- Marsden's unique cleaning system, called "Teach Easy Cleaning Habits" (TECH)
- A specific cleaning system that is the same for all cleaners
- A schedule for performing periodic tasks

In addition to the initial training programs, all our staff are expected to complete ongoing training and annual refresher training courses. All training records are stored with our HR department and monitored for compliance.



Supervisor Training

We provide thorough training at every level of our organization. All management personnel complete the Marsden University© Manager's Training, an extensive career-training curriculum covering:

		<ul style="list-style-type: none"> • Management Training Core Curriculum – managers and supervisors are required to complete 40 hours per year • Managing cultural diversity • Creating a respectful workplace • Discipline and termination policies • Conducting performance reviews • Effective oral and written communication strategies • Customer relations • Leadership and motivation Skills • Chemical and equipment safety • OSHA regulations and certification programs • Right-to-Know laws • Blood borne pathogens and hazmat certifications <p><u>Skill Based Training & Virtual Technical Support</u> We utilize Interplay Learning for our skill based training and virtual technical support. This helps us to ramp up our greener techs faster and helps to teach a broader set of skills. This also provides more confidence amongst techs to diagnose and fix jobs properly the first time.</p>  <p>We utilize Aubrey Daniels and Franklin Covey for our executive management training. We also have a Marsden University web site (Skillsoft) where management and associates can take classes.</p>
Integration with other platforms		Our computer systems have been able to integrate with any of customers' systems. We can integrate with anything, whether its directly one to one via APIs or we can take data in/out of our Data Warehouse if needed to get the data where it needs to go. .
	<i>Outline any technology and software solutions your organization uses to support facility management services.</i>	<p>We currently use eHub from Team Software as our main labor management tool.</p> <p>We also use Great Plains accounting software. Our IFS team utilizes YARDI for work orders. We are beginning a Salesforce integration. Salesforce will become our main API.</p>
Customer implementation and support plan	<i>Describe your company's implementation and training plan for new customers, including a general timeline for implementation services.</i>	<p>For a full service implantation of Integrated Facility Management (IFS) where we are employing a Facility Manager, Maintenance Techs, and providing a managed janitorial service program, our typical implementation is 60 days.</p> <p>However, if an agency is implementing just one (1) service line, such as Janitorial, security, or a maintenance position, the implementation timeline is 30 days. The implementation increases to 60 days only when we become your full service FM provider.</p> <p>Each of our client's facilities are unique. Therefore, we put together a customized transition plan based on the needs of each facility. Each plan is based on providing communication throughout the process.</p>

		<p>Our implementation plan is based on developing Operational, Human Resources, Supplies & Equipment, Security, and Safety programs. A significant portion of information is collected during the selling process. Therefore, in most cases, we are implementing a specific plan and communicating results during our transition.</p> <p>There typically is not any training that is needed for our customers.</p> <p>We typically request short weekly meetings to provide status updates to the client. These meetings occur prior to a transition date and occur 2 to 4 weeks post transition. In most cases, our teams are able to transition accounts with minimal time from our customers. We are able to gather information from our weekly meetings and our site tours.</p> <p>Therefore, our transitions are seamless and do not require a significant investment of time from our clients. We typically transition over 60 MM SF per year.</p>
Security protocols and privacy protection	<i>Please describe protocols taken to ensure the protection of privacy and data, particularly personal identifiable information of both internal and external stakeholders.</i>	<p>The overarching objective of information security is to develop, implement and manage a security program that achieves six basic outcomes of effective security governance:</p> <ol style="list-style-type: none"> 1. Strategic alignment with business strategy to support organizational objectives. 2. Execute appropriate risk management measures to protect the confidentiality, integrity, and availability of critical information and systems. 3. Optimize security investment for value delivery. 4. Develop security architecture(s) to effectively and efficiently manage critical infrastructure resources. 5. Monitor and report on information security processes to ensure objectives are achieved. 6. Integrate all relevant assurance factors to ensure that processes operate as intended, end-to-end. <p>This document outlines the Marsden Services Information Security Program. It establishes a comprehensive program to assess electronic and physical means of accessing, gathering, storing, utilizing, transmitting, and safeguarding information assets and technological resources within Marsden Services. The objective is to ensure uniform implementation across all divisions of the organization. This risk-based Program extends to any satellite locations operated by Marsden Services. Embracing this Program guarantees the adoption and upkeep of robust information security measures, thereby protecting invaluable assets of Marsden Services, including information, personnel, identities, applications, and infrastructure. Depending on their role, each employee will have specific responsibilities in maintaining and adhering to this program.</p> <p>The Marsden Services information security program is meticulously crafted to uphold the protection and confidentiality, integrity, availability, accountability, and auditability of Marsden Services' information assets. This program encompasses various activities, projects, and initiatives to develop the program, execute the strategy, and oversee the outcomes. The overarching goal is to facilitate the operations of Marsden Services, its employees, partners, customers, and stakeholders, enabling them to engage in teaching, learning, research, and business activities while exchanging information securely within a meticulously managed risk environment. The program extends its coverage to all computing resources and information assets within Marsden Services, including those overseen by administrative personnel, various departments, and third-party managed services. It applies universally to all individuals using, maintaining, or managing Marsden Services' business processes, applications, and infrastructure.</p> <p>Marsden Services handles a diverse array of sensitive data, encompassing Personally Identifiable Information (PII), financial records, including data subject to GLBA regulations, and credit card information governed by PCI DSS standards. Safeguarding this information against unauthorized access and disclosure is paramount, necessitating a comprehensive comprehension of its characteristics,</p>

		<p>locations, creation methods, transmission channels, sharing protocols, storage procedures, deletion processes, and eventual destruction methods. It is imperative to recognize that ownership of university/business information lies with those ultimately accountable for the corresponding business processes.</p> <p>The information security program largely adapts to the National Institute for Standards and Technology (NIST), “Framework for Improving Critical Infrastructure Cybersecurity”, for managing Marsden’s information assets. The framework is a flexible, risk-based implementation that can be used with a broad array of information security risk management processes. Adapting the framework allows Marsden to establish a roadmap for reducing risk that reflects university risk management priorities.</p>					
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>	<p>Marsden has a 24/7/365 Customer Service Center. Each client that is set up within this call center has a pre-designated phone tree.</p> <p>Our Account Managers and Operational Management team also provide a customer service function. Most of our customers contact their Account Manager directly. Our Account Managers are trained to respond to all customer service issues. Our management teams typically work 1st shift. We also have operational management that works 2nd shift. Therefore, most of our accounts are covered by someone they are familiar with from 8 am until about midnight.</p>					
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i>	<p>Since we are a private company, we consider our financial statements confidential and proprietary information. We are happy to share our financial statements upon signing a NDA.</p> <p>Marden has a \$125 million revolving line of credit to meet the liquidity needs of our consolidated company. Marsden participates in a consolidates cash management process. Under this process our holding company and its subsidiaries utilize zero balance accounts (ZBAs), and these accounts are zero balanced daily. Our holding company maintains excess cash generated by its subsidiaries’ operations and provides cash to meet its subsidiaries’ utilizing the revolving line of credit as needed.</p> <p>Our financial stability is evidenced by our:</p> <ul style="list-style-type: none">• Strong balance sheet• Low total debt to equity ratio• Revenue to retained earnings growth• Strong operating cash flows• \$125 million line of credit with \$106 million unused and currently available <p>A letter from our bank is included in Appendix A</p>					
	<i>What was your annual sales volume over last three (3) years?</i>	<table><tr><td>2021</td><td>\$418,221,238</td></tr><tr><td>2022</td><td>\$492,523,100</td></tr><tr><td>2023</td><td>\$528,627,550</td></tr></table>	2021	\$418,221,238	2022	\$492,523,100	2023
2021	\$418,221,238						
2022	\$492,523,100						
2023	\$528,627,550						

Other factors relevant to this section as submitted by the Respondent

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

Since we utilize cloud based software to collect a majority of our data, we have almost endless capacity and capability to provide all types of management reports.

Our associates clock in via our eHub mobile software, therefore we provide time and attendance reports. We can also provide all types of reporting on service quality. This includes on-time completion of work orders and projects.

Some examples of different types reporting capabilities are illustrated below and include:

1. Inspections – janitorial quality inspection by area type
2. Touch Point (NFC tag validation): cleaning time in specific areas
3. Period Schedule – showing completion of scheduled work
4. Service Request – illustrating completion rates



Provide your safety record, safety rating, EMR and worker's compensation rate where available.

TRIR = 1.54
EMR = .73

Qualification and Experience (25 Points)

Respondent reputation in the marketplace

Provide a link to your company's website

www.marsden.com

	<p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p>Adrian “Skip” Marsden began cleaning buildings with just a mop and a station wagon in 1952. He began a tradition of accountability and impeccable customer service that remains the backbone of our business model to this day. His customer-first approach ensured that Marsden provided the most effective facility services available at a price that was fair and sustainable to clients, as well as workers.</p> <p>Today, Marsden Services is a facility services company that provides janitorial, security, building maintenance, and specialty property services to clients throughout the United States. As a highly experienced Building Services Contractor, we have the flexibility to provide customized services to small and large clients alike, including those with multi-state or multi-regional footprints. We enjoy an unmatched reputation for preserving property value by helping facility and property managers maintain safe, clean, and efficient facilities.</p> <p>Marsden is one of the largest privately held janitorial companies in the country. We have grown to a company of over \$500 million dollars in annual sales with 11,500 employees nationwide. Nonetheless, we have maintained our “people first” mentality. We continue to reinforce this by fostering a positive environment in which the founding values of Skip Marsden are paramount. In short, <u>we keep our promises.</u></p> 
Past relationship with Region 10 ESC and/or Region 10 ESC members	<p><i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i></p>	<p>No. Marsden Services has not. Scioto, one of Marsden’s janitorial service companies has an agreement with Equalis through Sourcing Alliance. One of our HVAC companies (Sun States Mechanical based in AZ) has worked with Region 10.</p>
Experience and qualification of key employees	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p><u>Executive Support - Mark Dorenkott – President of Marsden South</u></p> <p>Mark is responsible for overseeing Marsden’s operations in the southern United States, including Texas, Florida, and the Gulf Coast area. Mark brings over 19 years of professional experience in management, planning, strategy, operations, safety, customer service, employee training, cost reduction, and supplier management.</p> <p>Before joining Marsden South, Mark gained recognition as the Area Vice President and Operations Executive for Gateway Services, Inc. He delivered measurable improvements to customer satisfaction, company value, strategic planning and implementation, employee training, and employee morale. The workplace safety protocols Mark implemented markedly reduced injuries and lost workdays. Prior to Gateway Services, Mark served as District Operations Manager for Shred-it Inc, where he was integral in the planning, operations, development, and financial management. Before Shred-it, Mark served as Regional Business at Cintas and managed business development, profit and loss accountability, sales support, recruitment, training, cost reduction, and supplier and vendor management. Prior to Cintas, Mark served as an executive at Ferguson Enterprises, managing several supply chain projects that included operational excellence and improvements, sales support, finances, and overall cost reduction.</p> <p>Mark’s accolades include: Shred-it Outstanding Achievement Award Cintas Outstanding Achievement Award Ferguson Enterprises Associate of the Year Award</p>

	<p>Mark earned his B.A. with a double major in Purchasing and Production from Bowling Green State University in Bowling Green, Ohio.</p> <p><u>Account Manager – Bifredo Barros (located in Dallas, Texas)</u> Bifredo currently provides operational support to over 20 locations that total 1 MM square feet. Support includes training managers and supervisors to ensure compliance with requirements and contract specifications for multiple locations. He provides leadership to on-site managers, project managers, supervisors and team leads. Bifredo has a proven track record of increased productivity of management personnel. Bifredo is also responsible for coaching/training on and safety awareness to all employees. He is also our primary contact to provide customer service and relationship management with our clients in the Dallas area.</p> <p>Before joining Marsden, Bifredo was an area Manager for a production distribution company located in Lewisville, TX. Bifredo has over 27 years of management experience in production, distribution, manufacturing and janitorial with extensive knowledge of lean manufacturing principles. Proven management experience in team development and continuous improvement. Experienced in both union and nonunion settings. Familiar with high performance work team concepts in a fast-paced work environment. Specialized in improving operating costs. Bifredo is also fluent in English and Spanish.</p> <p>Contract Manager – Brian Christiansen – VP & Deputy General Counsel: Brian serve as our contract manager. He is also an advisor to senior management litigation, contracts, acquisitions, labor and employment, regulatory compliance, etc. Brian also advise HR professionals and business leaders on employment and labor matters, including employment policies, agreements, and collective bargaining negotiations with labor unions. Brian also oversees our outside litigation counsel and internal claims department team to administer and defend workers’ compensation, auto, general liability, and other claims.</p> <p>Brain has develop process improvements and prepared standard operating procedures (both legal and non-legal) to improve consistency and scalability of business operations. He was Co-Chair of Task Force to address critical issues facing the business such as talent acquisition, retention, and the COVID-19 pandemic</p> <p>Previously, Brian was an attorney at Hellmuth & Johnson, PLLC (2012 – 2019), where he took depositions, argued motions, and negotiate settlements in high-stakes commercial litigation, and litigation prevention, preparation, and strategy. Brian attended Hamline University School of Law, St. Paul, MN (Juris Doctor, summa cum laude, May 2012).</p> <p><u>Marketing & Sales Support – Steve Niswonger – Director of Major Accounts:</u> Steve has over 20 years of experience in the building services contracting industry. He joined Scioto (Marsden’s second janitorial acquisition) in 2003 as a principal to help effectively grow the business. Steve has a significant amount of experience work-loading complex facilities and providing cost effective operational and management plans.</p> <p>One of Steve’s primary functions is to support sales with developing accurate and effective staffing and management plans. He works closely with Operation to make sure we are delivering on promises. Responsibilities also include: costing & cost control, operational design & efficiency, Leadership over site, and Quarterly Business Reviews.</p> <p>Steve previously worked in the specialty chemical industry with a focus on surface science. Steve was a B.S. from The Ohio State University in Systems Engineering.</p> <p>Key Accomplishments: IFMA – past Board Member BOMA – past Board Member</p>
--	--

		<p>Life Care Alliance / Meals on Wheels – Board Member See Kids Dream – special advisor / past Board Member</p> <p><u>Billing, Reporting, and AP – Jackie Rienerston:</u> Jakcie is a business professional with deep and wide-ranging experience in diverse professional environments. Strong accounts receivable, billing and computer skills with excellent attention to detail. Her areas of expertise include:</p> <table><tr><td>Customer Service Management</td><td>Financial Analysis & Reporting</td></tr><tr><td>Team Leadership</td><td>Staff Training & Development</td></tr><tr><td>Accounts Receivable</td><td>Process Improvement</td></tr><tr><td>Billing & Invoicing</td><td>Account Reconciliation</td></tr></table> <p>Jackie has been with Marsden since 2010. She supervises our Billing/Accounts Receivables. She assure timely collection of monies due; interface with customers on past due balances. Assure timely and accurate invoicing and standard invoice template is in place for all customers. Manages cash application; making sure all cash receipts are applied properly and in a timely manner.</p> <p>She make recommendations to improve quality of invoicing and collection procedures, and trains and supervises staff members in areas of procedures, customer relations and system operations.</p> <p>Previously, Jackie worked at Harland Clarke in Eagan, Minnesota where she was responsible for Great Plains and Peoplesoft. Jackie has a certificate, Minneapolis Business College, Honors Accounting Program, Roseville, Minnesota and Applied Leadership Program, Liberty Enterprises, Mounds View, Minnesota.</p>	Customer Service Management	Financial Analysis & Reporting	Team Leadership	Staff Training & Development	Accounts Receivable	Process Improvement	Billing & Invoicing	Account Reconciliation
Customer Service Management	Financial Analysis & Reporting									
Team Leadership	Staff Training & Development									
Accounts Receivable	Process Improvement									
Billing & Invoicing	Account Reconciliation									
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	<table><tr><td>2021</td><td>\$31,000,000</td></tr><tr><td>2022</td><td>\$4,000,000</td></tr><tr><td>2023</td><td>\$49,000,000</td></tr></table>	2021	\$31,000,000	2022	\$4,000,000	2023	\$49,000,000		
	2021	\$31,000,000								
2022	\$4,000,000									
2023	\$49,000,000									
	<i>What is your strategy to increase market share in the public sector?</i>	<p>The past several years we have had significant growth in K-12 schools and colleges and universities. From our experience, these types of organizations had a difficult time staffing post covid as wages increased and the labor market seemed to shrink and shift.</p> <p>We were successful during this same time period because of our investment in the Fountain recruiting technology (previously mentioned) and our investment in recruiting professionals. We were able to demonstrate this to the K-12 and higher education market we were actively calling on.</p> <p>Therefore, our strategy is to continue to call on K-12 and higher education clients. Now that we have been awarded the business, many of our current clients would appreciate a GPO solution like Equalis to renew our contracts.</p>								
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>	<p>We have not been involved in any bankruptcy or reorganization litigation.</p>								
Minimum of 5 public sector customer references relating to	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within</i>	<p>Our references are below:</p> <p>Mason City School District Chief Operations Officer</p>								

<p>the products and services within this RFP</p>	<p><i>the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>Todd Petry 513-398-0474 petreyt@masonohioschools.com 211 N. East Street Mason, OH 45040 Client since 2018 Janitorial Services and Maintenance Tech positions, \$2 MM+ annual volume</p> <p>Three Rivers Local School District Director of HR and Administrative Operations Aaron Marshall 513-824-7502 amarshall@trlsd.org 401 N. Miami Ave Cleves, OH 45002 Client since 2021 Janitorial Services and Maintenance Tech positions, \$800k+ annual volume</p> <p>Kings Local School District Director of School Business Affairs Matt Luecke (513) 459-2902 mluecke@kingslocal.net 1797 King Ave Kings Mills, Ohio 45034 Client since 2016 Janitorial Services, \$1 MM+ annual volume</p> <p>Clackamas Education Service District Operations Coordinator Pam Bonner (503) 675-4044 pbonner@clackesd.org 13455 SE 97th Avenue Clackamas, OR 97015 Client since 2012 Full Facilities Management outsource solution, \$200k+ annual volume</p> <p>University of Dayton Rick Krysiak Jr., P.E., LEED Green Assoc. Vice President for Facilities Management and Planning rkrysiak1@udayton.edu (937)229-3769 300 College Park, Dayton, OH 45469 Client since 1989</p>
--	--	--

		<p>Janitorial services for entire campus - multiple shifts, \$5 MM+ annual volume</p> <p>Northern Kentucky University Andy Meeks Director of Business Ops. and Auxiliary Services meeksa@nku.edu 859-572-5575 1 Nunn Drive, Lucas Admin Highland Heights, KY 41009 Client since 2015 Campus wide janitorial services – multiple shifts, \$2MM annual volume</p> <p>Oberlin College Kevin Brown Chief Facilities Officer Kbrown2@oberlin.edu 440-458-2347 173 W Lorain St, Oberlin, OH 44074 Client since 2020 Janitorial service provider for entire campus – multiple shifts, +\$4MM annual volume</p>
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	<p>We plan to sell to customers directly.</p> <p>We have found that government agencies like K-12 schools and higher education clients typically want to work directly with their service provider.</p>
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	<p>Marsden is a privately owned company.</p> <p>The company is neither owned or operated by anyone who has been convicted of a crime or felony.</p>

	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Marsden does not have MWBE, SBE, DBE, DVBE, HUB, or HUBzone certifications.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	<p>Marsden does have a diversity program. Marsden owns 49% of a joint venture with Woodly Building Maintenance (WBM) called Tier One Property Services. Tier One Property Services is a MBE company. Skip Marsden and Jimmy Woodly (founder of WBM) knew each other in the 1970's and worked on projects with each other as their companies grew. Today, Jimmy's children Tiffany and Terry now run WBM. Terry Woodley is the Chairman of the Board of Tier One Property Services.</p> <p>Additionally, Marsden works with MBE and WBE subcontractors whenever possible. An example of this is at the DFW airport. With our WBE sub-contractor, we clean DFW HQ, Rental Car Center, and the auxiliary buildings that surround the airport.</p> <p>Tier One Property Service's MBE Certificate is included in Appendix A</p>
	Please attach any certifications you have as part of your response to Form 3.	
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>	<p>Yes. This RFP was discussed with the CEO of our joint venture company – Tier One Property Services.</p> <p>This RFP was also discussed with our WBE sub-contractor for the DFW airport. The name of this WBE sub-contractor is Clean Masters.</p>
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</i>	<p>We are currently working on 2 additional RFPs with DFW airport. Terminal A and Terminal C RFP are 2 different RFP opportunities. We are in conversations with 2 additional MWBE companies to work with us on our response to both of these RFP. We are also working with our current WBE subcontractor that we already use for our DFW business (Clean Masters).</p> <p>Due to our connections throughout our industry and our joint venture with Tier One Property Services, we have been able to identify valuable MWBE sub-contractors throughout the country.</p>

	<i>chambers of commerce, and other minority business and trade associations.</i>	
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Our sales teams are focused on colleges, universities, and K-12 schools. We have experienced significant growth in these areas in the past 3 years. Utilizing the Equalis agreement will help our sales force continue to grow in these markets.</p> <p>Our strategy is to train on the Equalis agreement at each of our sales meetings. Our Sales VP will coach their Sales Managers on the Equalis agreement so that each individual salesperson understands it and promotes it in their regions. We will add utilizing the Equalis agreement to each individual salespersons goals so we can track their usage of the agreement in our CRM.</p> <p>Additionally, Marsden will have a Director level position that works with the sales team nationally to assist and support them with any questions regarding the Equalis agreement.</p>
	<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>	<p>Our Sales VPs will ensure that their Sales Managers will train each of their salespeople on how the Equalis agreement works. Our salespeople are already trained how to do a pre-call plan. Additionally, our salespeople are also coached and trained to be consultative.</p> <p>Most of the time our salespeople are working with a school district or higher education facility long before they are actually considering going out to RFP. Therefore, the Equalis contract will be a natural fit into their pre-call plan.</p> <p>Training will take place during monthly sales meetings. Our Sales Managers will coach each salesperson when they are traveling with them in the field. As previously mentioned, we will have a Director level specialist that the sales team will be able to contact and ask questions and get support.</p>
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	We acknowledge that our logo can be used.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	<p>We currently do business with Equalis and are able to report our monthly sales with no issues and errors.</p> <p>Our Finance Department and accounting software tracks all revenue that is part of Equalis. We have infinite capacity to report revenue to Equalis as part of this agreement.</p>
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	We do not have contracts with other GPOs

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>	<p>With regards to new clients, we will train our salespeople to discuss the Equalis contract during our initial meeting. This practice is consistent with our consultative selling approach.</p> <p>The Equalis agreement will become part of our new hire training.</p> <p>With regards to existing customers, we plan to use the Equalis agreement to renew our current business at the end of each contract.</p>
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>	<p>Our sales team is growing. We have added about 5 salespeople per year over the past few years. We currently have 25 salespeople that will support this contract. They are located in the cities below. Some of our salespeople cover multiple cities and states. Therefore, our list of cities below indicates where these salespeople are located does not represent our total coverage capability. We have customers across most of the United States.</p> <p>They are located in:</p> <p>Seattle, WA Spokane, WA Las Angelas, CA Phoenix, AZ Minneapolis, MN Madison, WI Milwaukee, WI Appleton, WI Green Bay, WI Kansas City, MO Houston, TX Cincinnati, OH Dayton, OH Columbus, OH Orlando, FL Ft Lauderdale, FL Tampa, FL</p> <p>We have multiple salespeople in Columbus, Houston, Minneapolis, Ft Lauderdale, & Las Angelas</p>

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: _____ Marsden Services, LLC _____

Title of Authorized Representative: _____ CAO _____

Mailing Address: _____ 2124 University Ave W, St. Paul, MN 55114 _____

Signature: *Damon Fraser*
Damon Fraser (Apr 23, 2024 12:31 CDT) _____

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: ____ Marsden Services, LLC _____

Title of Authorized Representative: ____ CAO _____

Mailing Address: ____ 2124 University Ave W, St. Paul, MN 55114 _____

Signature: *Damon Fraser*
Damon Fraser (Apr 23, 2024 12:31 CDT) _____

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.

Damon Fraser

Damon Fraser (Apr 23, 2024 12:31 CDT)

Signature of Respondent

23/04/24

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

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

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

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

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

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

Fingerprint & Criminal Background Checks

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

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

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

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)
Signature of Respondent

23/04/24
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 Marsden Services, LLC

ADDRESS 2124 Unvisersity Ave W

St. Paul, MN 55114

PHONE 612-877-2813

FAX _____

RESPONDANT

Damon Fraser

Damon Fraser (Apr 23, 2024 12:31 CDT)

Signature

Damon Fraser

Printed Name

CAO

Position with Company

AUTHORIZING OFFICIAL

Damon Fraser

Damon Fraser (Apr 23, 2024 12:31 CDT)

Signature

Damon Fraser

Printed Name

CAO

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

65

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondent 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? DSF
(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? DSF
(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? DSF
(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.)

_____ **Marsden Services, LLC** _____ **2124 University Ave W** _____
Company Name Address

_____ **St. Paul** _____ **MN** _____ **55114** _____
City State Zip

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? DSF

(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? DSF

(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? DSF

(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree? DSF

(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? DSF

(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? DSF

(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? DSF

(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? DSF

(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? DSF

(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? DSF

(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? DSF

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? DSF

(Initials of Authorized Representative)

13. 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? DSF

(Initials of Authorized Representative)

14. 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? DSF

(Initials of Authorized Representative)

15. 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? DSF

(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.

Marsden Services, LLC

Company Name

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

Signature of Authorized Company Official

Damon Fraser

Printed Name

CAO

Title

23/04/24

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners 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, Respondent should certify Respondent’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent’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 Supplier Partner using federal funds.

1. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? DSF

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Respondent agree? DSF

(Initials of Authorized Representative)

2. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? DSF
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? DSF
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? DSF
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? DSF
(Initials of Authorized Representative)

6. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? DSF
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? DSF
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? DSF
(Initials of Authorized Representative)

PROPOSAL FORM 14: 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.

<u>Damon Fraser</u> <small>Damon Fraser (Apr 23, 2024 12:31 CDT)</small>	23/04/24
Signature of Respondent	Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name: Marsden Services, LLC

Street: 2124 University Ave W

City, State, Zip Code: St. Paul, MN 55114

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest
Marsden Holding, LLC	2124 University Ave W, St. Paul, MN 55114	100%

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

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)
Authorized Signature and Title

23/04/24
Date

PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: __Marsden Services, LLC__
Street: __2124 University Ave W__
City, State, Zip Code: __St. Paul, MN 55114__

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.

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT) _____ CAO _____
Authorized Signature and Title

23/04/24
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).

Damon Fraser

Damon Fraser (Apr 24, 2024 09:26 CDT)

Signature of Procurement Agent

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Marsden Services, LLC		
Address:	2124 University Ave W		
City:	St. Paul	State:	MN
		Zip:	55114

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

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)

Printed Name Damon Fraser

____CAO____
Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: 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

☐ Limited Partnership

☐ Corporation

☒ Limited Liability
Corporation

☐ Subchapter S
Corporation

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

Stockholders:

Name: Marsden Holding, LLC	Name:
Home Address: 2124 University Ave W, St. Paul, MN 55114	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this ____ day of _____, 2 ____.	
(Notary Public)	(Affiant)
My Commission expires:	(Print name & title of affiant)
	(Corporate Seal)

PROPOSAL FORM 19: 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

☐ Limited Partnership

Partnership

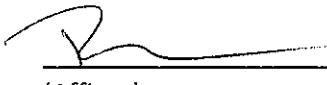

☐ Corporation

☒ Limited Liability
Corporation

☐ Subchapter S
Corporation

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

Stockholders:

Name: Marsden Holding, LLC	Name:
Home Address: 2124 University Ave W, St. Paul, MN 55114	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>23rd</u> day of <u>April</u> , 2024	
(Notary Public)	 (Affiant)
My Commission expires: <u>11/31/2028</u>	<u>Brittney Beyl, Executive Assistant</u> (Print name & title of affiant)
	(Corporate Seal)

PROPOSAL FORM 20: 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.)

See Vendor's proposed redlines to Sections 13.3 (Indemnity) and 13.6 (insurance):

13.3 Indemnity Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating Member. Region 10 ESC shall protect, indemnify, and hold harmless Vendor and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions or willful misconduct of Region 10 ESC, its employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Neither party shall have any obligation to indemnify the other party for its own negligence or willful misconduct.

13.6 Insurance: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor ~~shall~~ procure, provide and maintain ~~during the life of this agreement~~ comprehensive general public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

PROPOSAL FORM 21: 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 22: 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).)

23/04/24

Date

Damon Fraser

Damon Fraser (Apr 23, 2024 12:31 CDT)

Authorized Signature & Title

PROPOSAL FORM 23: 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 Marsden Services, LLC

Address 2124 University Ave W

City/State/Zip St. Paul, MN 55114

Telephone No. 612-877-2813

Fax No. _____

Email address dfraser@marsden.com

Printed name Damon Fraser

Position with company CAO

Authorized signature *Damon Fraser*
Damon Fraser (Apr 23, 2024 12:31 CDT)

Term of contract July 1, 2024 to June 30, 2027

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.

Damon Fraser
Damon Fraser (Apr 23, 2024 12:31 CDT)
Region 10 ESC Authorized Agent

23/04/24
Date

Damon Fraser
Print Name

Equalis Group Contract Number _____



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

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


Equalis Group


Final Audit Report

2024-04-23


Created:	2024-04-23
By:	Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATM9uh5peJtis-7uAyZ9s0AgNHrW_0hSj


"Equalis Group" History

 Document created by Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
2024-04-23 - 5:24:00 PM GMT

 Document emailed to Damon Fraser (dfraser@marsden.com) for signature
2024-04-23 - 5:24:08 PM GMT

 Email viewed by Damon Fraser (dfraser@marsden.com)
2024-04-23 - 5:25:52 PM GMT

 Document e-signed by Damon Fraser (dfraser@marsden.com)
Signature Date: 2024-04-23 - 5:31:03 PM GMT - Time Source: server

 Agreement completed.
2024-04-23 - 5:31:03 PM GMT


Equalis Group - Executed 4-23-24


Final Audit Report


2024-04-24


Created:	2024-04-24
By:	Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASKNOXNmSYjKOLwZU-441TiJYxVesQhoe


"Equalis Group - Executed 4-23-24" History

 Document created by Corphq purchasing Marsden Holding (brittney.beyl@marsden.com)
2024-04-24 - 2:25:56 PM GMT

 Document emailed to Damon Fraser (dfraser@marsden.com) for signature
2024-04-24 - 2:26:07 PM GMT

 Email viewed by Damon Fraser (dfraser@marsden.com)
2024-04-24 - 2:26:34 PM GMT

 Document e-signed by Damon Fraser (dfraser@marsden.com)
Signature Date: 2024-04-24 - 2:26:50 PM GMT - Time Source: server

 Agreement completed.
2024-04-24 - 2:26:50 PM GMT

Appendix A

1. Example of Cost Forecast (large college example)
2. Example of Actual Cost Report (hours backup for invoice – small account example)
3. MBE Certificate for Tier One Property Services
4. Letter from BMO Bank - Financial Stability

Example of Cost Forecast:

Forecast Pricing Sheet		Account Name					
Contact Name:	Steve Niswonger			E-mail address:	sniswonger@marsden.com		
Address:	65 Kingston Ave, Columbus, Ohio 43207						
Phone Number:	614-204-6071		Fax Number:	614-299-9561			
LABOR CONTENT	# Employees	Total Wkly Hrs	Total Monthly Hrs.	Total Annual Hrs.	Hourly Rate	Monthly Cost	Annual Cost
Manager	1	40	173	2080	\$ 33.65	\$ 5,833	\$ 69,992
Asst Manager	1	40	173	2080	\$ 26.44	\$ 4,583	\$ 54,995
Team Leads - Days	5	200	867	10400	\$ 16.00	\$ 13,867	\$ 166,400
Cleaning Techs - Days	22	880	3813	45760	\$ 15.00	\$ 57,200	\$ 686,400
Supervisors (North & South)	2	80	347	4160	\$ 21.63	\$ 7,498	\$ 89,981
Team Leads - Nights	6	240	1040	12480	\$ 16.00	\$ 16,640	\$ 199,680
Cleaning Techs - Nights	25	1000	4333	52000	\$ 15.00	\$ 65,000	\$ 780,000
3rd Shift Supervisor	1	40	173	2080	\$ 18.00	\$ 3,120	\$ 37,440
Floor Techs	3	120	520	6240	\$ 16.00	\$ 8,320	\$ 99,840
Weekend - Saturday - 8 Associates		64	277	3328	\$ 22.50	\$ 6,240	\$ 74,880
Weekend - Sunday - 8 Associates		64	277	3328	\$ 24.00	\$ 6,656	\$ 79,872
Management & Operational Support		15	65	783	\$ 57.69	\$ 3,764	\$ 45,173
Total Labor	66	2,783	12,060	144,719			
Grand Total Labor Costs						\$ 198,721	\$ 2,384,653
EMPLOYEE TAXES-INSURANCE	% Of Labor	Monthly Cost	Yearly Cost				
FICA	7.65%	\$ 15,202	\$ 182,426				
F.U.I.	2.00%	\$ 3,974	\$ 47,693				
S.U.I.	2.20%	\$ 4,372	\$ 52,462				
Liability Insurance	1.20%	\$ 2,385	\$ 28,616				
Workers Compensation	6.65%	\$ 13,215	\$ 158,579				
Total Costs	19.70%	\$ 39,148	\$ 469,777				
OTHER OPERATING COST	% of Labor	Monthly Cost	Yearly Cost				
Cleaning Supplies	0.30%	\$596	\$7,157				
Non Capitalized tools	0.35%	\$698	\$8,374				
Hiring Costs, Benefits	8.79%	\$17,462	\$209,538				
Vacation & Holiday	2.25%	\$4,463	\$53,557				
Phone, Tablet	0.66%	\$1,318	\$15,812				
Uniforms	0.45%	\$892	\$10,703				
Total Operating Cost	12.80%	\$25,428.43	\$305,141				
Summary Cost:	Annual	Monthly					
Total Labor Costs	\$ 2,384,653	\$ 198,721					
total Payroll Tax & Insurance	\$ 469,777	\$ 39,148					
Operating Costs	\$ 305,141	\$ 25,428					
Total Cost Estimate	\$ 3,159,571	\$ 263,298					

Marsden Northeast, L.L.C.

Date Range: 04/14/24 To 04/20/24

Maximum Security Level 3

Timekeeping Report

Hours by Job

04/26/247:47:36 AMPage 1

Job #	Job Name				Total Hours	Budgeted Hours	Budgeted Dollars	Project Hours	Variance	Var %	Ovt Hours			Dbl Hours	
Date	Daily Total	Employee #	Employee Name					Hours	In	Out	Lunch				WT #
4473001	Park National - Newark - Alford Bl				38.76	40.00	\$560.00	0.00	1.24	3.10%	0.00			0.00	
04/15/24	8.67	760889	Hanzey, Rebecca	DL Regular				8.67	17:28	02:08					
04/16/24	8.05	760889	Hanzey, Rebecca	DL Regular				8.05	17:32	01:35					
04/17/24	5.14	901648	Volinsky, Josiah	DL Regular				1.97	19:21	21:19					
		902431	Vernon, Ashley	DL Regular				3.17	16:58	20:08					
04/18/24	8.57	760889	Hanzey, Rebecca	DL Regular				8.57	17:33	02:07					
04/19/24	8.33	760889	Hanzey, Rebecca	DL Regular				8.33	17:25	01:45					
Total Hours:					38.76	40.00		0.00	1.24	3.10%	0.00			0.00	
Total Jobs:		1	Total Employees:		3	Total Budgeted Dollars:		\$560.00							
Recap by Hours Type															
Hours Type		OT Eligible		OT Non Eligible	Total Hours			Reg Hours			Ovt Hours		DT Hours		
DL Regular				38.76	38.76			38.76			0.00		0.00		
Totals		38.76		0.00	38.76			38.76			0.00		0.00		

THIS CERTIFIES THAT

Tier One Property Services, LLC



* Nationally certified by the: **MOUNTAIN PLAINS MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561720; 561612; 561210

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/03/2023

Issued Date

MP01070

Certificate Number

09/02/2024

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the name and title of the NMSDC CEO and President.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "Stan Sena", is positioned above the name and title of the NMSDC President/CEO.

Stan Sena, President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



BMO Commercial Bank
50 South 6th St, Suite 1000
Minneapolis, MN 55402

1/1/2024

To Whom It May Concern:

Marsden Services LLC has been a client of BMO Bank N.A. since **11/4/2010**. We make available to **Marsden Services LLC** a credit facility, including a **Low 9-Figure** Revolving Commitment with up to **Low 9-Figures** available based on covenants and daily activity. All accounts have been handled satisfactorily, and we have a high regard for the company's management team.

Please contact me at **612-904-8711** or **kim.sullivan@bmo.com** if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "X Kim Sullivan", positioned above a horizontal line.

Kim Sullivan
Client Delivery Team Manager/Vice President | BMO

As of 1/1/2024 the above information is accurate for BMO Bank, N.A.