



MARCH 10, 2022



U&S Services, LLC RFP RESPONSE for #R10-1132

HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

JOHN STUBER, VICE PRESIDENT OF SALES

U&S SERVICES, LLC, A STARK TECH COMPANY
95 Stark Street | Tonawanda, NY 14150 | StarkTech.com

Date: March 10, 2022

Region 10 Education Service Center
400 E Spring Valley Road
Richardson, TX 75081

Dear Region 10 Education Service Center Selection Committee:

U&S Services, LLC, a Stark Tech company, is pleased to respond to your request for proposal for HVAC Installers and Energy Management Services (R10-1132)

The items in this proposal have been specified to meet the requirements and standards of Equalis Group's cooperative purchasing organization.

U&S Services has submitted competitive pricing for solicitations through Equalis.

Stark Tech, the parent company of U&S Services, LLC is a total facilities optimization provider, specializing in master systems integration with expertise in customized controls, programming, and analytics that leverage Stark Tech's in-depth understanding of building operations. With more than 30 years of industry experience and expertise, Stark Tech delivers customized solutions that blend building controls, IT technologies and optimization software and service so customers can achieve tangible, scalable results. Stark's in-house integration capabilities can integrate with any building management system, offering best-in-class lifecycle support and service. Stark Tech is also the parent company of Technical Building Services, TBS Controls, mc², Stark Equipment, LLC, R.L. Kistler, Advanced Comfort Systems, T.P. Woodside, Emergency Power Systems, Robert L. Kistler Service, Pres Services, LLC, Shaw Mechanical, LLC.

Thank you for the opportunity to participate in this program.

Sincerely,

John Stuber
Vice President of Sales
716.693.4490
stuberj@starktech.com

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Basic Information

Name of Company:

U&S Services, LLC *Note: U&S Services is a company of Stark Tech

Mailing Address:

95 Stark Street

Tonawanda, NY 14150

Primary Contact:

John Stuber

Vice President of Stark Integration

stuberj@starktech.com

716-693-4490 x1205

Products & Pricing

See attached excel sheet labeled "Attachment B." Pricing is proprietary and confidential to U&S Services, a Stark Tech company.

Product/Service	Discount Type	Discount
Building Automation System Products	Discount from MSRP List	Minimum 20% off List
Security, Access, and CCTV System Products	Discount from MSRP List	Minimum 10% off List
Fire Alarm System Products	Discount from MSRP List	Minimum 10% off List
Third Party Devices and Field Devices	Discount from MSRP List	Minimum 5% off List
Unitary HVAC Equipment	Discount from MSRP List	Minimum 5% off List
Indoor Air Quality Equipment	Discount from MSRP List	Minimum 5% off List
Power Management & Monitoring Systems	Discount from MSRP List	Minimum 5% off List
Audio-Visual Systems	Discount from MSRP List	Minimum 10% off List
Stark Tech Labor	Local Published Pricing	Discounts given based on magnitude/scope
Stark Tech Service Agreements	Local Published Pricing	Discounts given based on magnitude/scope

Standard Hours: Monday - Friday 7:30 AM to 4:30 PM

Overtime Hours: Overtime hours begin at 4:30 PM and end at 7:30 AM and all-day Saturday, Sunday and Holidays

U&S Services, LLC, a company of Stark Tech, agrees to all future product and services at a price proportionate to contract pricing offered, and agrees to include the required administrative fee.

We offer additional percent discounts for existing customers utilizing a co-op or state contract. All products, lines and services are available under this contract provided in attachment B. *Pricing is proprietary and confidential and it is for use only by customers and members of Equalis Group.*

Invoicing will initiate payment on invoices received from participating agencies with payment terms of 30 to 60 days upon receipt. We accept cash, ACH, Check and Credit Card as forms of payment. The agency will coordinate directly with our billing department in regards to their individual invoice to make the process seamless and efficient. For contracted projects, U&S Services, a company of Stark Tech, utilizes progress billing based upon percentage of completion.

Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?	Yes
Does pricing submitted include the required administrative fee?	Yes
Do you offer any other promotions or incentives for customers? If yes, please describe.	Yes, we offer additional percent discounts for existing customers utilizing a Co-Op or state contract.
Were all products/lines/services and pricing being made available under this	Yes

<i>contract provided in the attachment B and/or Appendix B, pricing sections?</i>	
<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	Please see attachment B. Please note that all pricing is proprietary and confidential – it is for use only by customers and members of Equalis Group.
<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Stark Tech will initiate payment on invoices received from Participating Agencies with payment terms of 30-60 days upon receipt. We accept Cash, ACH, Check, and Credit Card as forms of payment. The agency will coordinate directly with our billing department in regards to their individual invoice to make the process seamless and efficient. For contracted projects, Stark Tech utilizes progress billing based upon percentage of completion.
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

Ability to deliver, design, and install products and services

U&S Services, LLC, a company of Stark Tech, is a total facilities optimization provider, aligning technology with real-world experience. We are a single-source agent for building automation, intelligence, and mechanical & electrical systems and service. We have a unique ability to provide solutions for any aspect of a project from conception through completion, design assist, dynamic commissioning, and best-in-class service. With more than 650 employees across multiple office locations, our team has expertise in controls, MEP engineering, health & wellness, computer and data science, & utility commodities. We also have in-house project managers, account managers, data scientists, service technicians, installers, engineers, and application specialists. U&S Services, LLC has been named Sustainability Partner of the Year by the second largest global telecommunications company and is a past recipient of the Buffalo Niagara Business Ethics Award.



Mechanical & Electrical Infrastructure

As a trusted infrastructure partner, our technical experts specialize in end-to-end solutions for any size project. Engineered solutions are available for controlling the temperature, humidity, and indoor air quality for K-12 and higher education facilities. HVAC solutions available include:

- Chillers
- Air Handling Units
- Condensers & condensing units
- Dedicated indoor air systems
- Split systems
- Ventilation
- Filtration
- Fan Filter Units
- Rooftop units
- Central plants
- Co-generation
- Coils
- Cooling Towers
- Humidification & dehumidification
- Energy recovery units
- Generators
- Rental Equipment
- Variable Refrigerant Flow
- Water Source Heat Pumps
- Water Treatment

Boilers & Combustion

From design through implementation and commissioning, our boiler & combustion team provides solutions for system design, skidded systems, replacements, and retrofits. Through valued partnerships and

engineering expertise, the boiler group offer solutions to optimize control, reduce energy spend, and provide long-term energy roadmaps to justify capital investments. Solutions available include:

- Packaged boilers / condensing
- Domestic water heaters
- Cast iron
- Firetube
- Watertube
- Firebox
- Vertical Steam
- Electric Boilers
- Tanks
- Condensate handling equipment
- Burners
- Combustion controls
- Fuel oil
- Flue
- Draft induction fans
- Rental equipment

Building Automation Systems

Stark's Integration Team at U&S Services specializes in master systems integration for building management solutions. The U&S team integrates commercial HVAC, lighting, security, professional audio/visual and protective systems on a single platform. We provide visual dashboarding on a single pane of glass to improve energy efficiency, productivity and comfort and safety.



Other Services Available

Smart Building & Turnkey Solutions

Stark's Integration Team at U&S Services are experts in providing cost-effective upgrades, central plant strategies, chiller optimization & providing financing solutions, including ESCO services to integrate energy efficient measures. Solutions available include:

- A Smart HVAC equipment
- Integrated Building Management Systems
- Energy Management
- IoT Equipment Sensors
- Indoor Air Quality IoT & Dashboards
- Occupancy Detection & Counting
- Central Plant Optimization
- Data Analytics & Service
- Weather Optimization & Planning
- Energy Valves
- Clean energy assessments and implementation
- Turnkey upgrades, retrofits, new capital improvement projects
- Energy performance contracting
- Other financing solutions

Power Monitoring & Analytics

Just like any other processes in your facility, your electrical distribution network needs to be monitored and/or managed.

Power Management is the ongoing measurement of an electrical power distribution system via intelligent, communicating energy and power devices connected to software for data collection, visualization, analysis and reporting

Smart building solutions available include:

- Power Distribution Monitoring
- Quality, Fault Detection, Analysis, Infrared, Reporting
- Emergency Power Management
- Smart Lighting Control (POE)
- Energy Metering
- Fault Detection and Diagnostics
- Data Analytics
- Energy efficient KPIs



Protective Systems, Fire, Security, Access, and CCTV System Products

Our integrated protective systems help keep people and assets safe through comprehensive solutions, design, installation, service and remote monitoring. Solutions available include:

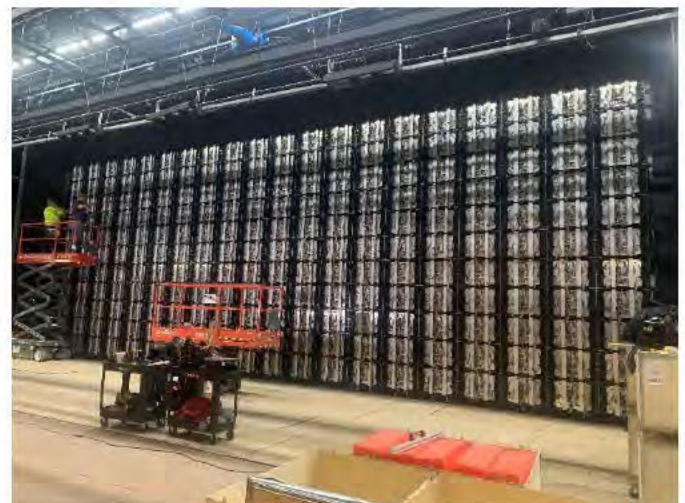
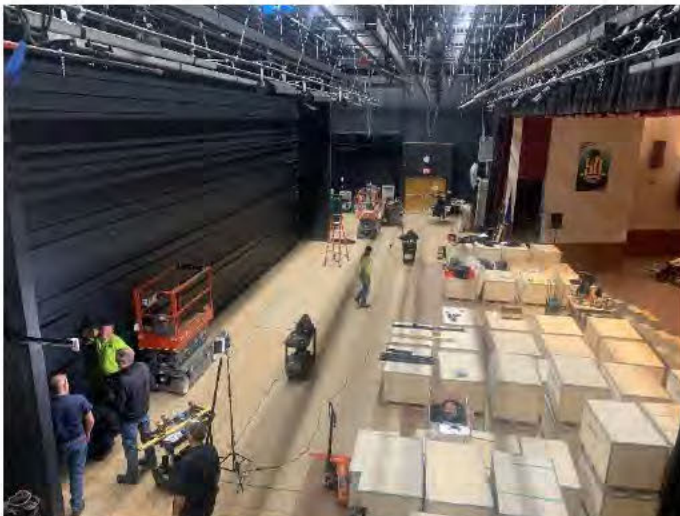
- Addressable Fire alarm
- Fire alarm sprinkler systems
- Fire suppression systems
- Special hazard solutions
- Mass notification & Alerts
- Access Controls
- Emergency Lockdown
- Intrusion detection
- Chemical detection
- Gunshot detection
- Visitor management
- 24/7 remote monitoring

- WiFi Door Locks
- Clocks
- Public Address
- Advanced video surveillance & video management
- Managed Services

Professional Audio Visual

U&S Services' Professional Audio and Visual team are able to work with mechanical and electrical contractors to design, install, and integrate professional audio and visual solutions in any space. Solutions available include:

- Indoor / Outdoor Performance
- Video Wall
- Assisted Listening
- Audio Monitoring
- Distributed Audio
- Portable Audio
- Microphone
- Networked Audio Systems
- Networked Video Systems
- Public Address & Intercom
- Sound Masking
- Video Presentation



States Covered

Eligible to work in all 50 states, but work primarily in New York, Pennsylvania, New Jersey, Vermont, Maine, New Hampshire, Florida & Georgia.

Service Centers

Stark Tech's footprint, which would be leverageable under this contract, includes offices and service centers at the following locations:

NY: 95 Stark Street, Tonawanda, NY 14150
60 Lawrence Bell Drive, Williamsville, NY 14221
300 Mile Crossing Blvd, Rochester, NY 14624
1 Grove St. Ste. 202, Pittsford, NY 14534
88 University Ave. Rochester, NY 14605

VT, ME, NH: 12E Commerce Drive, Ballston Spa, NY 12020

PA, OH, VA: 2663 3rd Ave. Falconer, NY 14733
80 N. Fourth St. Allegany, NY 14706

NJ: 6 Pearl Court Ste. 6B, Allendale, NJ 07401

FL, GA: 977 W. Kennedy Blvd. #14a Orlando, FL 32810
2290 West Airport Blvd, Sanford, FL 32711

History of Meeting Delivery, Installation, and Maintenance Timelines

From our company's founding, we are known as a company that "does the right thing." U&S Services, LLC and all Stark Tech companies are well known for performing to complete our obligations to complete a project on time and on budget and we are experienced with adapting to outside influences, which are common throughout the project. We follow schedules and remain diligent and on task to complete these projects. "Doing the right thing" may mean adding additional resources to a project, expediting products and working with equipment vendors, etc. (mostly behind the scenes) to satisfy our customers' needs.

Emergency Orders and Maintenance Repairs

U&S Services, LLC, a Stark Tech company, supports and maintains hundreds of buildings from BMS, HVAC, Fire/Security and Professional Audio Visual Systems. A typical emergency repair / maintenance request is addressed initially through our service support center and service department. Phone calls, emails, text messages, etc. are addressed 24/7/365 by a live person. Our typical response begins with a triage of the problem and an assessment of the urgency as indicated by the customer.

Our trained and certified technicians will respond during and after hours and can be dispatched to go on site to resolve the problem. Alternatively, we have the ability to remote access the facility and potentially resolve the problem without having to be onsite. We have more than 200 technicians on staff across the United States.

Temporary Heating and Cooling

We are able to provide temporary heating and / or cooling services and rental equipment. Agreements are based on a mutually agreed to arrangement between U&S Services and the customer.

Warranty

Our warranty policy is typically vendor driven. The process varies based upon whether a customer has a "full" service agreement (all inclusive) or a partial agreement in which the material may be warranted, but the repair/replacement labor has an additional cost. Non-service agreement customers will also receive a high level of support.

Customer Service / Problem Resolution

Customer service is at our core. We have numerous service centers located within our project's territory. 24/7/365 service is available with live person interaction for quick troubleshooting and resolution. Based on the customer's urgency, we can dispatch a service technician or work with the customer to schedule a time to make the repair or upgrade.

Financial Strength

U&S Services, LLC has been in business since 1989 with a strong reputation for doing what's right for the customer. Our demonstrated financial strength over the past three years shows that we would be a good partner to Equalis. See attached balance sheet. Financial statements are confidential and proprietary to Stark Tech.

Annual Sales volume over last three (3) years:

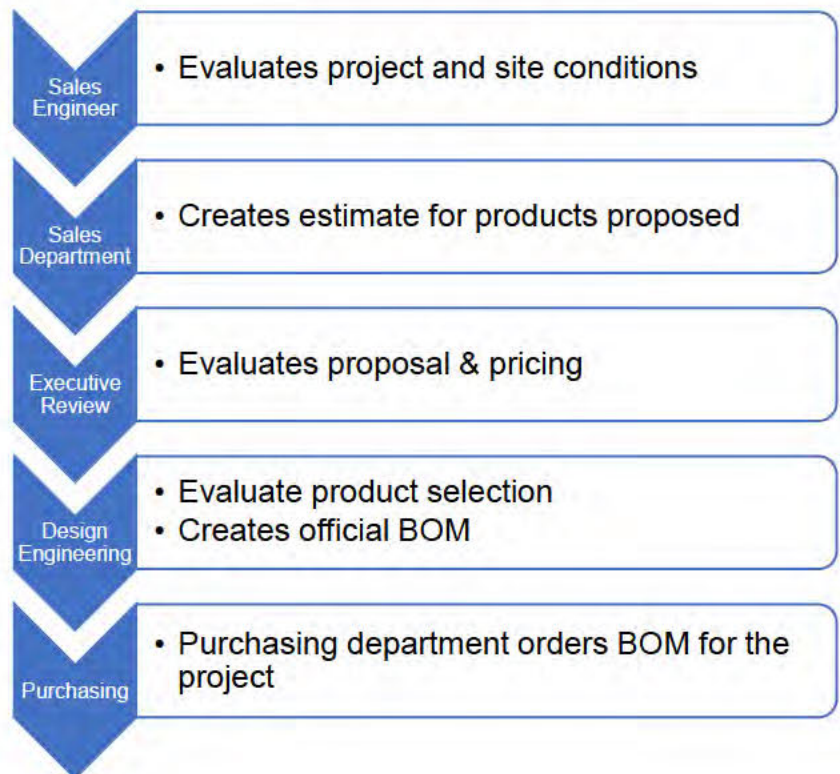


Capabilities related to ordering, estimation, reporting and overall website

Our process begins with a team of sales engineers investigating the site conditions, as well as the member's individual needs to complete each project. The sales department then creates an estimate based on the actual product proposed for implementation. Upon completion of the estimate, the design selected as well as any pricing (provided at the proposed rates in Attachment B or better) will be reviewed and confirmed by an executive party. Upon review, it is turned over to the design engineering department. Our design engineers fine tune any product selection needed, and an official Bill of Materials (BOM) will be ordered by the purchasing department.

We do not offer an online ordering website, but can be contacted by the customer directly for our services and products.

Representatives can be reached by calling 716.693.4490 or visiting starktech.com



Training & Implementation

Our team works directly with the customer to define training needs based off skillset of internal personnel. The project manager from Stark Tech designs a training program to fit the needs of the customer. The training program is designed to enable internal personnel to understand how to use the equipment on a day-to-day operational basis.

Security Protocols

U&S Services, LLC delivers a cyber secure end-to-end solution using cyber security best practices. Stark Tech's unmatched building integration expertise and ability to execute large-scale programs with enhanced cyber security protocols that reduce cyber threat. Technology highlights include TLS 1.2 support, CA Certificates, Secure Email and password policies, auto logoff timers, role-based access control, object level security, active directory integration, audit logs, system information and event (SIEM) integration.

Integration Platforms

We have worked with many integrated platforms and systems, including, but not limited to, Microsoft Project, Procore, iBid Pro, Bid Tracer, Sage Intacct, Salesforce, iSqFt, Service Max, Docusign, PandaDocs.

Other Factors Relevant to this Section

Our company has a complete department dedicated to and specializing in reporting and billing. Our parent company Stark Tech has the capacity, as well as already participates in monthly billing and reporting. Our shared services personnel are well versed in various types of reports, including, but not limited to: certified payroll, time and materials, invoices, job reporting, AIA documents, WMBE Utilization.

Safety Record, Safety Rating, EMR & Workers Compensation Rate

See attached documentation. Appendix C.

Qualifications & Experience

Reputation in the market

Website Address

Please visit <http://www.starktech.com> for information on solutions, services and case studies.

Stark Tech and its affiliated companies – U&S Services, LLC, mc², Technical Building Services, Stark Equipment, Robert L. Kistler Service, EPS, and Buckpitt – have long-standing reputations for providing first-rate service. Stark Tech's mission is to deliver total facilities optimization through technology, expertise and customized solutions and service. Our turnkey capabilities include in-house expertise in master systems integration, mechanical and electrical services, and building analytics with customized service and maintenance agreements.

Stark Tech, and its affiliated companies, are superior innovators, with a passion for solving problems and implementing solutions that meet and exceed the mission of the building and corporate goals. We achieve this through technical expertise and strong business strategy and approach to the markets we serve. We establish long-term partnerships through collaboration, expertise, and innovation to be the industry's first choice.

We believe in challenging the status quo of the industry, and customer service is at our core and innovation is in our DNA.

Company History

U&S Services, LLC was established in 1989 as a controls & automation company with a customer-first attitude. Since the beginning, we believe that quality products, honesty and integrity are what makes our company and services stand out against the competition. Many customers have said, "we can buy

controls from anyone in the industry, but it's the programming and service solutions offered by U&S that make the difference.

Over the next 30 years, U&S Services was built and expanded with a great reputation. In 2013, the company brought on a new majority owner, but the company mostly remained intact and operating as it had for the past 20+ years. In 2014, U&S obtained the second largest real estate owner in the United States as a company, a global telecommunications company that wanted an enterprise building management system to better understand energy usage profiles and building performance benchmarks across multiple sites. This established a growing analytics and intelligence component to the products and services available to our customers.

Over the next several years, U&S Services expanded building capabilities and offerings through an aggressive company acquisition and growth strategy. In 2021, the company rebranded as Stark Tech.

Region 10 Experience

We have not worked with Region 10 in the past.

Experience and Qualifications of Key Employees

Executive Support	John Stuber, Vice President of Sales Stark Integration (U&S, TBS, mc ²) Office: 716.693.4490 ext. 1205 Mobile: 716.531.5573 stuberj@usservicesinc.com
Account Manager	Kelsee Diem Sales & Product Manager Office: 716.693.4490 716.213.7582 diemk@starktech.com
Contract Manager	Kelsee Diem Sales & Product Manager Office: 716.693.4490 716.213.7582 diemk@starktech.com
Marketing	Jill Szpylman Marketing Communications Manager Office: 716.693.4490 x 1241 716.572.1549 szpylmani@starktech.com
Billing, Reporting, Accounts Payable	Jennifer Fields Shared Services Manager Office: 716.693.4490 fieldsj@starktech.com

John Stuber, LEED Associate | Vice President of Sales, Stark Integration

Professional Summary:

Award-winning vice president of sales reflecting expertise in the master systems integration of building automation, security, power management, & pro-audio/visual applications across multiple industries. Proven success building and maintaining relationships with key decision-makers, establishing large volume accounts and client retention since 2004. Manage relationships with developers, architects, general, mechanical and electrical contractors to secure specification in the design bid process of large-scale projects across New York State. Results proven with annual top sales performance recognition on a national scale from Schneider Electric as the top earning distribution channel for EcoXpert. Demonstrated leadership with the ability to motivate sales team to achieve personal and corporate goals year over year. Lead account teams to success by identifying and closing new opportunities like Mohawk Valley Hospital and CREE in 2021.

Core Proficiencies:

Strategic Positioning	Solutions-based selling	Customer Service
Account Management	Territory Growth / Development	Contract Negotiations & Pricing
Project Management	High Impact Selling	Training & Development

Professional Experience:

Vice President of Sales, U&S Services 2004 – Present

- Focused on results and increased revenue year over year while leading product development, sales training and mentorship, and account management efforts across New York State, Pennsylvania & Ohio
- Spearhead forecasting and budgeting while delivering profit-driven proposals and service contracts
- Lead cross-functional team to analyze and deliver complex projects
- Increased annual revenue by xx% annually, performing on budget even in declining market years
- Assign, oversee and manage new and existing accounts, leading a team of 25 sales engineers
- Coordinate upcoming projects with design engineering and project management team to retain existing accounts and win new accounts year over year
- Approve and review all bids and quotes each month
- Manage the \$xxx pipeline with quarterly forecasting for the entire sales department across geographies
- Maintain successful relationships across a diverse portfolio of customers, including owner-direct, contractors, engineers and architects in every industry Stark serves
- Collaborate with marketing monthly to develop materials and campaigns designed to bring brand awareness and new leads to the team

Panel Builder

- Constructed building management system panels, wired internal devices and controllers
 - Coordinated with project managers & field technicians to customize programming in accordance with customer requirements
-

Education:

- Alfred State College – Associates in Applied Science
 - SUNY College of Technology
 - University of Nevada
-

Associations & Accreditations:

- ASHRAE Region 1 Northeast Sustainability Chair
 - ASHRAE – Niagara Frontier Chapter Past President
-

Certifications:

- LEED Green Associate
- Schneider Electric Sales Training
- Schneider Electric Professional Development Management Training

Jill Szpylman | Marketing Communications Manager**Professional Summary:**

A veteran marketing professional with more than 15-years of experience in communications and public relations. For the past 8 years, Jill Szpylman has worked in the energy market.

Core Proficiencies:

Strategic Positioning	Content Management	Customer Service
Analytical skills	Social Media	Managerial Skills
Project Management	Brand Management	Partner Networking

Professional Experience:

Stark Tech - Marketing Communications Manager *2019 – Present*

- Lead branding, marketing strategy and communications programs for Stark Tech and the affiliated companies
- Manage a team of marketing professionals responsible for the external and internal communications
- Manage lead generation and sales support programs
- Develop and maintain Starktech.com, including Search Engine Optimization

Sentient Science - Director of Global Aerospace Marketing *2017-2019*

- Manage lead generation programs for Sentient Science's Aerospace division. Lead content development programs to position Sentient as leader in Aerospace digital twin space, successfully securing five feature articles in leading industry publications.
- Build account plans to funnel indirect sales through the pipeline at an accelerated pace.
- Other responsibilities include conference sponsorship and booth management, webinar programs, white paper distribution, technical presentations and targeted email campaigns.
- Helped close \$5M in government sales through development of commercial strategy for Small Business Innovative Research programs in Additive Manufacturing.

Sentient Science - Director of Public Relations & Investor Relations *2016-2019*

- Led the company's Series B round of funding, closing at \$22.5M with a 25x multiple on sales bookings
- Published ~ 100 industry specific articles to articulate Sentient Science's technical capabilities within the core business units: Wind Energy, Aerospace and Rail. This includes communicating the business value of the software application(s) and integration of the business initiatives. The strategically-focused articles, supported the closure of ~8MM in sales through an account based marketing structure.
- Led the North America account based marketing program, focusing on market research, content development and executive-level engagement. Program moved ~\$13MM in projected 2018 sales to final stages of closure.
- Authored press announcements and company news throughout Sentient, resulting in greater than 2,000 media hits in publications located in North America, Europe and Asia Pacific.

Kelsee Diem, EIT | Sales & Product Manager

Professional Summary:

Primary role has been as a sales engineer with experience in HVAC, Energy Performance, and Building Automation solutions across the NY & PA markets. Currently, serve as the local ASHRAE Chapter president.

Core Proficiencies:

Sales Pricing

Estimating

Plan & Spec

Budgeting

Mechanical Engineering

Contract Management

Professional Experience:

Stark Tech – Sales & Product Manager

2022- Present

- Responsible for product planning and execution through product lifecycle
- Gather and prioritize product selection based on customer requirements
- Work closely with engineering, sales and marketing to ensure revenue goals and customer satisfaction

Stark Tech – Sales Engineer

2017-2022

- Custom Building Solutions, Design-Build, Plan & Spec Bidding, Budgets.
- Primary focus on HVAC Temperature Controls, Integrated Building Automation Systems, and Energy Management Systems.

Licenses & Certifications

- NCEES Intern Engineer (EIT) - Issued July 2018
- Struxureware Engineer (BACnet) – Issued Jan 2016
- OSHA 10hr – Issued Jan 2016

Volunteering

- ASHRAE Niagara Frontier Chapter President – July 2020 (2 years)
- ASHRAE Niagara Frontier Chapter President Elect – May 2019 (1 year)
- ASHRAE Niagara Frontier Chapter Secretary – Jun 2018 (1 year)
- ASHRAE Niagara Frontier Chapter Treasurer – Jun 2017 (1year)

Jennifer Fields, MBA | Shared Services Manager

Professional Summary:

Proven success managing the financial and management accounting function for several organizations. Recently joined Stark Tech to manage the operational and commercial relationships among all shared services customers and external service providers.

Professional Experience:

Stark Tech – Shared Services Manager

2022 - Present

- Responsible for managing the accounts payable team, ensuring suppliers are paid on time and accurately
- Manages the financial and management accounting function
- Provides senior accounting support to all relevant areas for the Shared Services Group
- Responsible for reporting and analysis of all transactions

Solar Liberty – Assistant Controller

2020 - 2022

- Assisted in the formulation of internal controls and policies to comply with legislation and established best practices
- Assist in the preparation of financial statements and compliance standards

H&R Construction Equipment Parts

2019-2020

- Lead the accounting team and closely monitored the financial health of the company
- Maintained, managed and analyzed financial statements, payroll, budgets, tax compliance, etc.

Experience working in the public sector

U&S Services, LLC has worked with more than 150 school districts, 70+ government and municipalities, and more than 20 colleges and universities across New York State and Pennsylvania.

Public Sector Sales:



Strategy to Increase Market Share

U&S Services leverages strategic relationships in the industry to gain market share in the public center. We've expanded capabilities and offerings through company acquisition and an aggressive talent acquisition approach. We have also looked to join cooperative purchasing opportunities, such as Equalis, to offer specialty pricing to our customers.

Past Experience in JOC Estimation

U&S Services has worked with JOC style projects in the past with many municipalities such as correctional facilities and K-12 school districts. JOC projects have often been completed as a form of time & material based on NYS Department of Labor issued rates and NYS verified product pricing. Most projects are performed by a form of JOC estimation, with a guaranteed price given in a competitive scenario. This is must often done in the public sector, but has also been performed in the private sector over the 30+ years that U&S Services has been in business.

Past Litigation, Bankruptcy, Reorganization, State Investigations

We do not have any past litigation, bankruptcy, reorganization, or state investigations.

Public Sector Customer References

Buffalo State College	Matt DeFries Access Control & Electronic Security Manager 716.878.6007
Buffalo Niagara International Airport	Ed Saleh Ed.saleh@nfta.com Rick Hanulewicz Rick.hanulewicz@nfta.com
Erie County	Tracy Cichocki 716.858.8572 Tracy.Cichocki@erie.gov
Pioneer Central School District	Nick Titus 716.258. 9002 Ntitus@pioneerschools.org
Alfred University	Jamie Babcock Executive Director, Capital Projects & Facility Operations 607.871.9002 babcock@alfred.edu

Multi-site Building Management System – Project Profile



PROJECT BRIEF: Buffalo State College, a 125-acre campus founded in 1871, provides 79 undergraduate courses to nearly 2,000 full and part-time students, each year. In 2013, Buffalo State's Engineering Technology, Fashion and Textile Technology and Computer Information Systems building was built using green building features, a vegetated lower roof and photovoltaic collector on the upper roof.

The facility integrated temperature and lighting controls along with full metering of steam, electrical and water usage to help the college monitor and maintain environmental parameters that save energy and cost. This includes monitoring backup generators with alarms to alert operators when the backup units kick on and if a major electrical issue arises. Direct digital controls are also sequenced for steam reduction, heat recovery units, minimum outside air ventilation and demand control ventilation, refrigerant monitoring, hot water exchangers, freezer protection, fan interlocks and smoke detection. In addition to digital video surveillance and protective services systems installed and serviced at all buildings on the Buffalo State College campus.

The Engineering Technology building has earned LEED gold certification from the United States Green Building Council.



Protective Systems – Project Brief



PROJECT BRIEF: Buffalo Niagara International Airport is Western New York's busiest transportation hub. Adherence to the stringent TSA and NFTA security protocols and standards are of the utmost importance to the international airport. U&S Services integrated a custom-designed security access system with a full perimeter and interior video surveillance system to accomplish the airport's transportation security mission.

Advanced customization protocols were implemented for individual personnel profiles used with TSA reporting requirements on the Security Threat Assessment Reports.

Security alarms trigger instant video feeds at monitoring stations, including inside the airport, for fast response time to emergencies. Video surveillance systems installed include:

- Perimeter thermal imaging
- Cameras at elevators and escalators
- Intercom control
- Parking ramps and garages with license plate readers tied directly to National databases

Security and fire alarm systems have been extended to surface transportation, light rail systems, and all NFTA operational facilities, including the Niagara Falls International Airport, bus garages at Cold Springs and Metro garage, Frontier Bus Garage, and the light rail yard and shop.

Features integrated:

- Full perimeter digital video surveillance
- Interior digital video surveillance
- Access controls
- Fire alarms

Multisite Systems Integration – Project Profile



PROJECT BRIEF: Erie County had a smart building integration initiative for integrated solutions across its multi-building portfolio. The initiative called for a centralized monitoring and building management solution that helped control costs, reduce energy spend and improve the safety of the buildings in the county-wide system.

U&S Services provided integration services on energy management systems, including temperature, HVAC, humidity, and lighting controls. In addition, provided an advanced highly adaptable integrated security, digital video surveillance and fire alarm protective systems.

Perimeter and interior building video surveillance systems are monitored at two command centers with visual and alarm control for every facility in the system. Access controls protect employee entrances, loading docks, parking gates and garages, elevators, duress, and authorized personnel areas secure sensitive areas of each building while also affording access to public areas.

State-of-the-art addressable and networked fire alarm systems protect physical assets and occupants alike.

Features:

- Integrated HVAC systems
- Lighting Controls
- Fire Life Safety Controls
- Access Controls
- Digital Video Surveillance controls & storage

Buildings in the system include but are not limited to:

Edward Rath Building
Family Courts

Public Safety Campus

Old County Hall
Erie County Weights &
Measures
Fire Training Academy

Erie County Courts Building
Holding Center

Sheriffs Office

Professional Audio Visual – Project Brief



[View Interactive Case Study Here.](#)

Project Profile: Pioneer Central School District, located in Yorkshire, NY, includes one high school, one middle school, and two elementary schools. The district currently serves approximately 2,800 students and is located about 45 minutes from Buffalo, NY.

The school district recently renovated its 1,200-seat performing arts center. The space is utilized by both the school district and local community organizations for a variety of programs including dance, concerts, and other theatrical performances. The rural school district serves 12 separate towns and villages within a 250-square-mile radius. The residents might not have access to these types of enrichment programs without the investment into the renovation of the performing arts center.

Customer Challenge: The original performing arts center stage was built without “fly space”, which is the large opening above the stage where set pieces, lights, and microphones hang out of audience view. Without this space, technical crews found it difficult to use movable props, which limited their capabilities and ability to make certain sets. The district was left with two options: raising the roof of the auditorium or finding a more permanent backdrop solution such as a digital video board.

“From a cost perspective, the video board was more advantageous,” said Pioneer Central School District’s Superintendent Benjamin Halsey. “We also felt that this was the future of performing arts.”

Solution: U&S Services’ Professional Audio and Visual team worked with the mechanical and electrical contractor on the project to design, install, and integrate a 50ft. by 18ft. digital LED video wall onto the performing arts center stage. The new digital wall by Watchfire is a 2.4mm pixel pitch and is 4k resolution.

The school district prioritized the technology implemented to be the same technology students would encounter inside a studio environment after graduation. According to Halsey, the district’s music department plans to design a curriculum for students that teaches scene design using the new digital

video board. This opens the door for new learning opportunities and allows students to learn new, state-of-the-art skills.

The video wall is fully funded through school capital reserves and state school construction funds. Additionally, the video board will pay for itself overtime by eliminating costs associated with building physical sets.

Other contractors involved in this project include M&E Engineering and Convergent Technologies Design Group.

The Technology:

- Watchfire
- Crestron
- NovaStar
- Disguise
- Shure
- QSC
- Lowell

Alfred University – Project Profile



Customer Profile: Alfred University is a private university founded in 1836 in Alfred, New York. The University has a student population of around 1,600 undergraduates and nearly 150 graduate students. The 232-acre campus has more than 50 academic and residential buildings with an additional 400 acres of nearby recreational land.

Challenge: The University planned on utilizing its existing steam central heating plant for a new, state-of-the-art educational foundry on campus. However, some of the buildings on campus were built in the early 1860s Civil War era, so creating boiler rooms while maintaining historic attributes proved to be a challenge. The University sought after an energy-efficient solution that would reduce its greenhouse gas emissions and create utilities and maintenance savings.

Solution: Stark's Implementation, Equipment, and Integration teams worked together to evaluate all options for the University and landed on several steam and hot water satellite heating systems for 10 of the buildings on campus. These systems will provide energy for the University to heat the campus's interior spaces while reducing maintenance costs and providing safer operations.

Result: Due to the pandemic and the affects it had on the market, this project was aggressively bid and under budget. Almost 90% of the construction contingency was returned to the University at the end of the project. This resulted in the project coming in over 40% under the initial development budget.

Certifications in the Industry

The following certifications and accreditations are applicable:

- LEED AP
- Green Building Alliance
- NAESCO
- U.S. Green Building Council
- Energy Services Coalition
- CCAP Certified
- CFC / CHFC Refrigerants
- CCNT, SCI/MAI
- CEA / CDSM / EC
- CTS, CTS-I, DMC-E 4K
- CCNP
- PSP, CET
- ASHRAE
- Well Buildings
- AEE
- Association for Facilities Engineering
- National Society of Professional Engineers
- PMP Certified
- CEM Certified
- NFPA Certified
- Energy Star Certified
- DBIA
- PHR

Company Profile and capabilities

U&S Services is an authorized distributor and master systems integrator.

Other Factors

No other factors are relevant to this RFP response.

WMBE Status and / or Program Capabilities

WMBE Status, Subcontractor plan, JV Program

Does not apply.

Diversity Plan

Although we do not have a formal diversity program, we are dedicated to maintaining partnerships with various minority subcontractors. We are an Equal Opportunity Employer, and we are committed to working with MWBE and SDVOB entities.

Good Faith Efforts to Involve WMBE Subcontractors in Responses

Stark Tech and its affiliate companies, including U&S Services, consistently solicit work from various MWBE or minority entities. There are several MWBE contractors that Stark Tech has had a long-standing relationship with, and we continue to pursue. Several minority entities have expressed interest in working with Stark Tech when needed for the use of this contract.

Demonstrated ongoing MWBE Program

For each applicable job, Stark Tech solicits bids from numerous minority contractors. Stark Tech holds many long-standing relationships with MWBE contractors, and consistently puts in a good faith effort to involve them where applicable. Several contractors serving various portions of the industry have continued to have lasting partnerships with Stark Tech.

Commitment to Service Equalis Group Members

Marketing Plan, Capability, and Commitment

The marketing team has a go-to-market strategy supporting each of the business units – Integration, Equipment, & Intelligence. Our team meets regularly with the sales leaders to track progress and success of the 2022 marketing plan and the sales efforts of the various teams. Supporting and promoting this cooperative will be added into the external and internal communications plan. Marketing will ensure our sales teams know this contract is available to customers, and external marketing programs will urge our customers to join the cooperative for their purchasing needs.

Training salesforce and customer service representatives on this contract

Support materials will be generated and published to the internal intranet where sales enablement kits are available to our teams to use. Support materials will include, but are not limited to, powerpoint presentation slides, sell sheets, and Q&A documents.

Marketing Materials

We agree to provide our company logo for use by Region 10 ESC and Equalis Group.

Ability to manage a cooperative contract

We have extensive experience and systems capable of the monthly reporting requirements to stay compliant with Equalis Group.

Other Cooperatives:

We are also members of New York State Contract.

Commitment to Supporting Agencies to Utilize the Contract

We are dedicated to providing the highest level of customer service. Our team is committed to helping our customers utilize this contract with ease. We are willing and able to walk them through the process and support their purchasing needs.

Other Factors Relevant to this section

At U&S Services, we have 40+ sales engineers and managers that will be able to work on this contract. They are located at the following offices:

- 12E Commerce Drive, Ballston Spa, NY 12020
- 95 Stark Street, Tonawanda, NY 14150
- 2663 3rd Ave. Falconer, NY 14733
- 80 N. Fourth St. Allegany, NY 14706
- 6 Pearl Court Ste. 6B, Allendale, NJ 07401
- 977 W. Kennedy Blvd. #14a Orlando, FL 32810
- 2290 West Airport Blvd, Sanford, FL 32711

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: U&S Services, LLC

Title of Authorized Representative: Vice President of Sales

Mailing Address: 95 Stark St Tonawanda, NY 14150

Signature: 

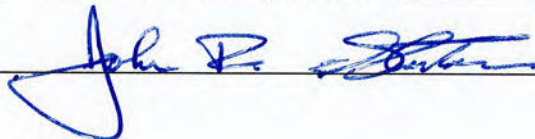
PROPOSAL FORM 5: DEBARMENT NOTICE

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

Potential Vendor: U&S Services, LLC

Title of Authorized Representative: Vice President of Sales

Mailing Address: 95 Stark St Tonawanda, NY 14150


Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

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



Signature of Respondent

3/9/22 _____

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

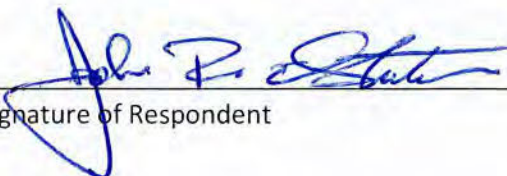
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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


Signature of Respondent

3/9/22
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 U&S Services, LLC

ADDRESS _____

95 Stark St

Tonawanda, NY 14150

PHONE 716-693-4490

FAX 716-693-5280

RESPONDANT

John R. Stuber
Signature

JOHN R. STUBER
Printed Name

VP- SALES
Position with Company

AUTHORIZING OFFICIAL

Mark Buffington, COO
Signature

Mark Buffington
Printed Name

COO
Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

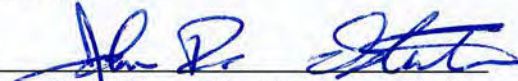
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

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

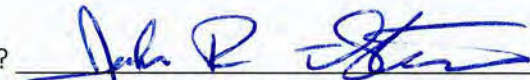
Does vendor agree?


(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

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

Does vendor agree?


(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

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

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

Texas or Non-Texas Resident

☐ I certify that my company is a **"resident Bidder"**

X 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.)

U&S Services, LLC 95 Stark St
Company Name Address

Tonawanda NY 14150
City State Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

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

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

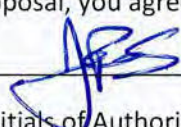
1. Vendor Violation or Breach of Contract Terms:

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

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

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


Does vendor agree? _____


(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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


interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? 
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

Does vendor agree? 
(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

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

Does vendor agree? JRS
(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? JRS
(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? JRS
(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? JRS

(Initials of Authorized Representative)

8. Debarment and Suspension:

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

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

Does vendor agree? _____

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree? _____

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

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

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? JPS
(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? JPS
(Initials of Authorized Representative)

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

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

Does vendor agree? JPS
(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

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

Does vendor agree? JPS
(Initials of Authorized Representative)

14. Applicability to Subcontractors

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

Does vendor agree? JPS

(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.

_U&S Services, LLC_____

Company Name

_____

Signature of Authorized Company Official

____John Stuber_____

Printed Name

____Vice President of Sales_____

Title

____3/9/22_____

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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

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

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

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


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

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

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

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

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



Signature of Respondent

3/9/22

Date

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

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

Company Name: U&S Services, LLC

Street: 95 Stark St

City, State, Zip Code: Tonawanda, NY 14150

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:

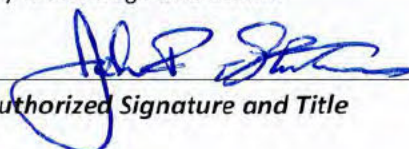
I _____ John Stuber _____, an authorized representative of _____ U&S Services, LLC _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or 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
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I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.



Authorized Signature and Title

3/9/22

Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: U&S Services, LLC

Street: 95 Stark St

City, State, Zip Code: Tonawanda, NY 14150

State of New York

County of Erie

I, John Stuber of the Town of Tonawanda
Name City

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

I am the Vice President of the firm of U&S Services, LLC
Title Company Name

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

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

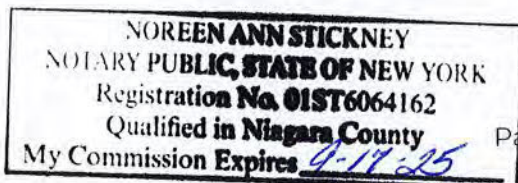
U&S Services, LLC
Company Name

[Signature]
Authorized Signature & Title VP

Subscribed and sworn before me

this 9th day of March, 2022
Noreen Ann Stickney
Notary Public of New York
My commission expires , 2025

SEAL



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

Company Name: U&S Services, LLC

Street: 95 Stark St

City, State, Zip Code: Tonawanda, NY 14150

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 X
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

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



Authorized Signature and Title VP

3/9/22
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.

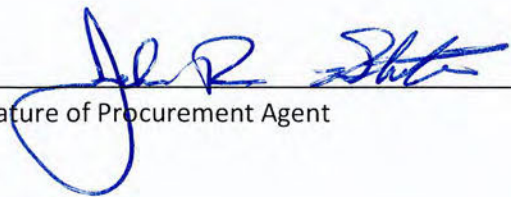
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or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

A handwritten signature in blue ink, appearing to be "J. R. [unclear]", written over a horizontal line.

Signature of Procurement Agent

Will comply

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Subchapter S Corporation

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

Stockholders:

Name: <i>Tim Geiger</i> Home Address: <i>95 Stark St</i> <i>Tonawanda NY 14150</i>	Name: Home Address:
Name: <i>Randy Urschel</i> Home Address: <i>95 Stark St</i> <i>Tonawanda NY 14150</i>	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 9th day of March, 2022

(Notary Public)

My Commission expires: 9-17-25

NOREEN ANN STICKNEY (Affiant)

NOTARY PUBLIC, STATE OF NEW YORK

Registration No. 01ST6064162

Qualified in Niagara County

My Commission Expires 9-17-25

John R. Stuber (Print name & title of affiant)

(Corporate Seal)

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of May 1, 2022, by and between U&S Services LLC ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of (enter category here) ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or

corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

- 5.4 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor 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 or are reasonably expected to be present. Vendor 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 Participating Member's discretion. Vendor must identify

any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 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 actions 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 agency.
- 13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 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 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.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification**: Respondents hereby 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.

13.10 **Venue**: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

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



Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.



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

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

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

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

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

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

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

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

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

(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).)

3/9/22
Date


Authorized Signature & Title VP

PRIVATE:

- Stockholders
- Financials
- Pricing

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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

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

Company name U&S Services, LLC

Address 95 Stark St

City/State/Zip Tonawanda, NY 14150

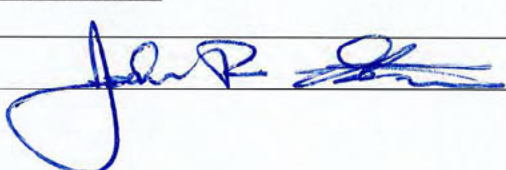
Telephone No. 716-693-4490

Fax No. 716-693-5280

Email address stuberj@starktech.com

Printed name John Stuber

Position with company Vice President

Authorized signature 

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

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


Jana Melsheimer (Apr 20, 2022 10:06 CDT)

Region 10 ESC Authorized Agent

4/20/22
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1132D



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.

Appendix B: Pricing

Appendix C:

Additional Documentations

- EMR Form
- Financial Statements



March 10, 2022

Stark Holdings America Inc
U&S Services Inc
95 Stark Street
Tonawanda, NY 14150

RE: Workers Compensation Experience Rating Modification

To Whom it May Concern,

This is to certify that our company insures the above referenced contractor and its Experience Modification Rate (EMR) for the past (3) years is as follows:

5/1/22-5/1/23 - 0.75
9/1/21-5/1/22 - 0.78
1/1/21-9/1/21 - 0.98
1/1/20-1/1/21 - 1.13
7/24/19-1/1/20 - 1.12

Please review and if you need additional information please let me know.

Sincerely,

Traci A. Brzezinski, CIC, CRIS, ACSR
Senior Account Manager
Lawley Construction Solutions
716-849-8217
tbrzezinski@lawleyinsurance.com

U & S SERVICES, INC.

**Financial Statements
For the Years Ended
December 31, 2020 and 2019
Together with
Independent Accountant's Report**

Bonadio & Co., LLP
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

May 10, 2021

To the Board of Directors of
U & S Services, Inc.:

We have reviewed the accompanying financial statements of U&S Services Inc., which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

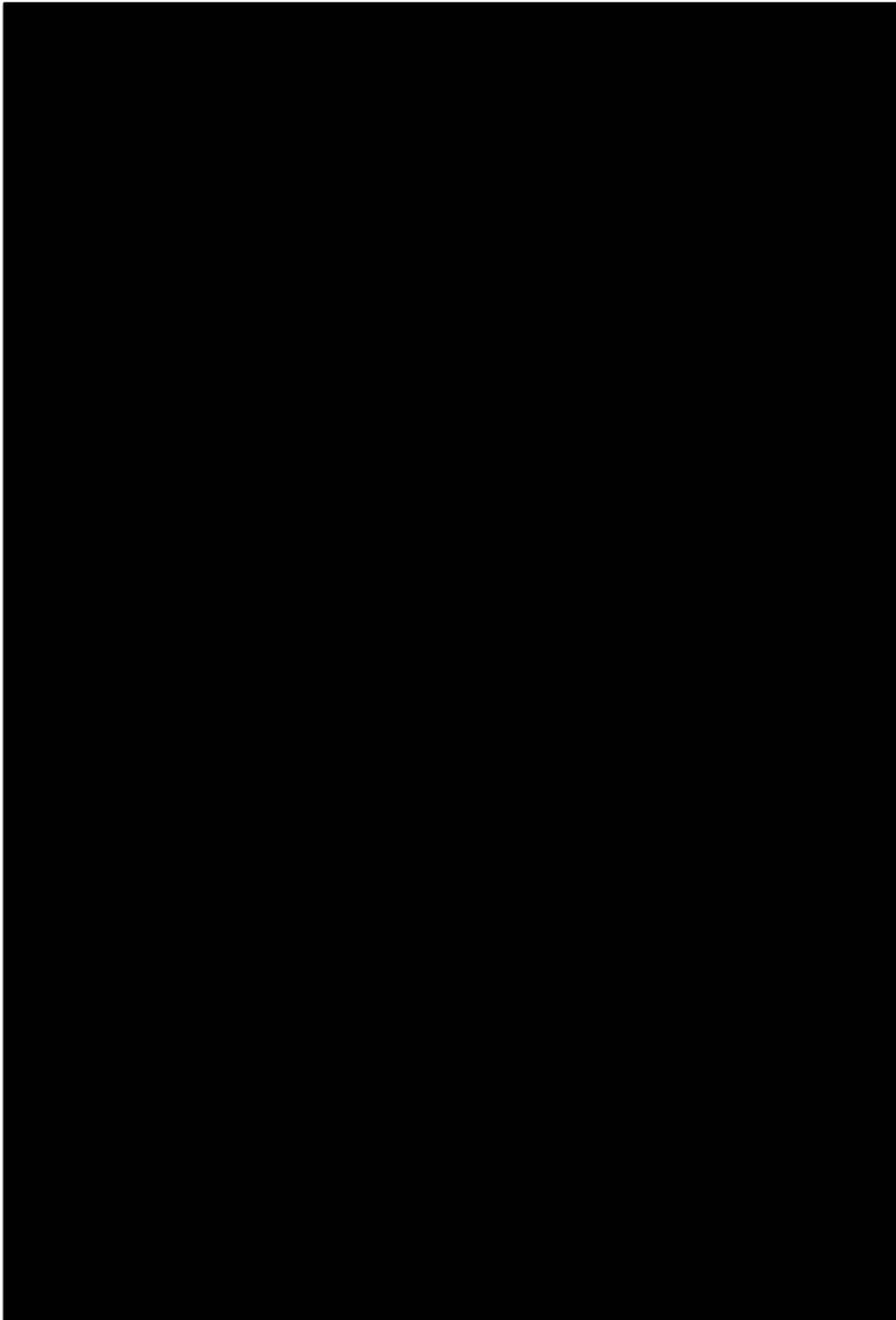
Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Bonadio & Co., LLP

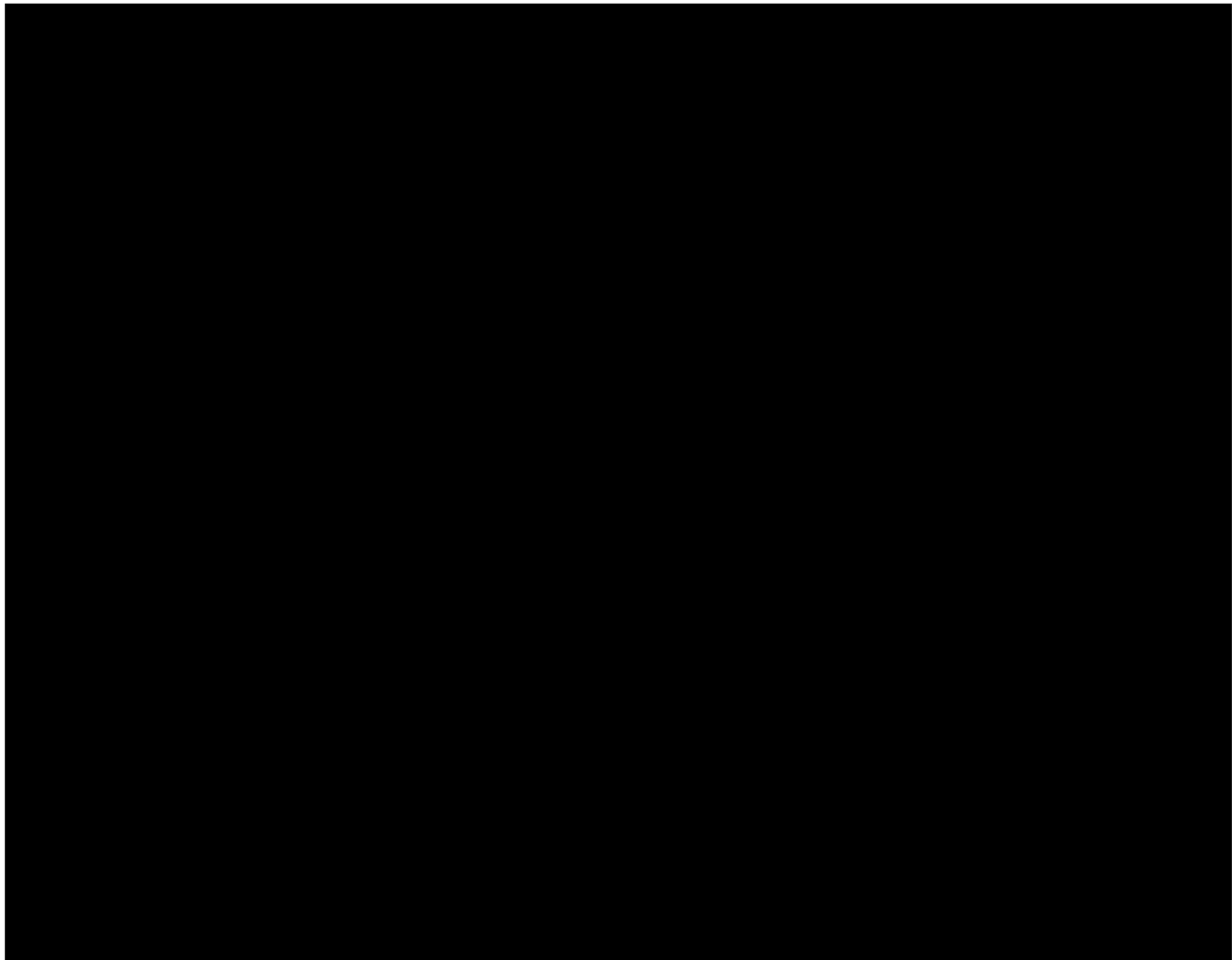
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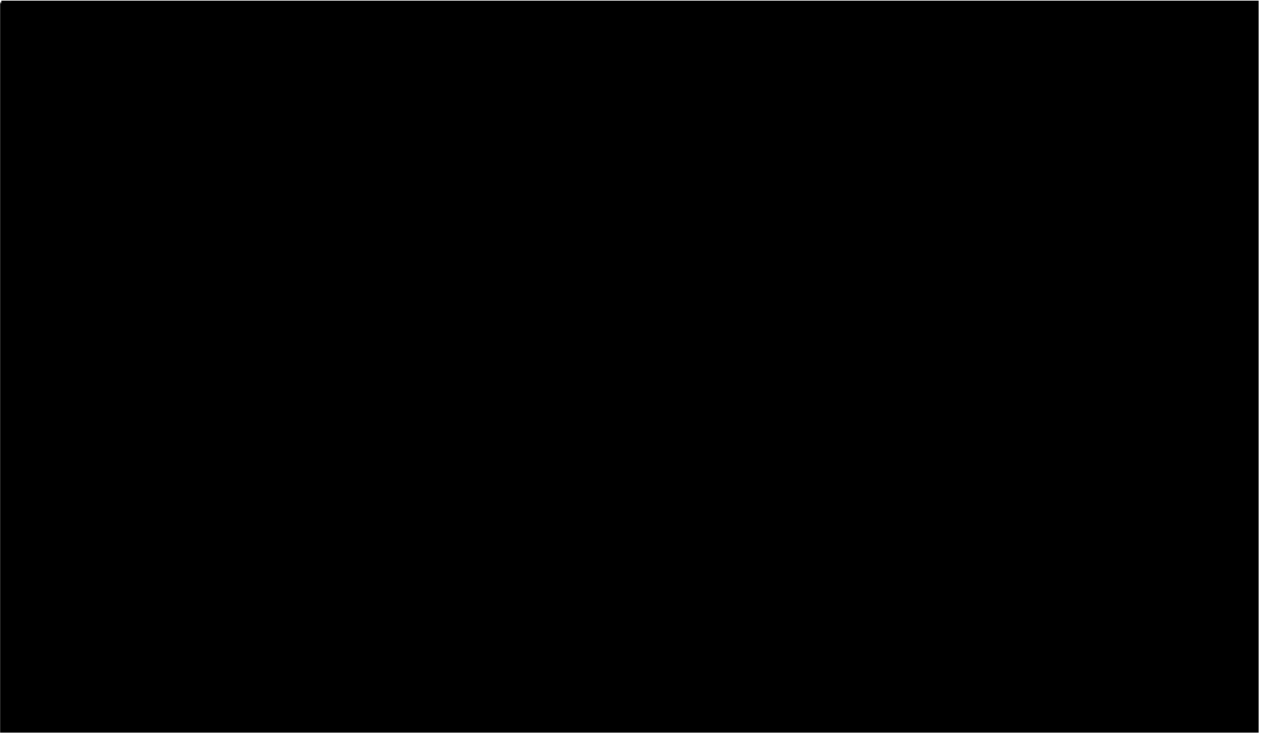
U & S SERVICES, INC.



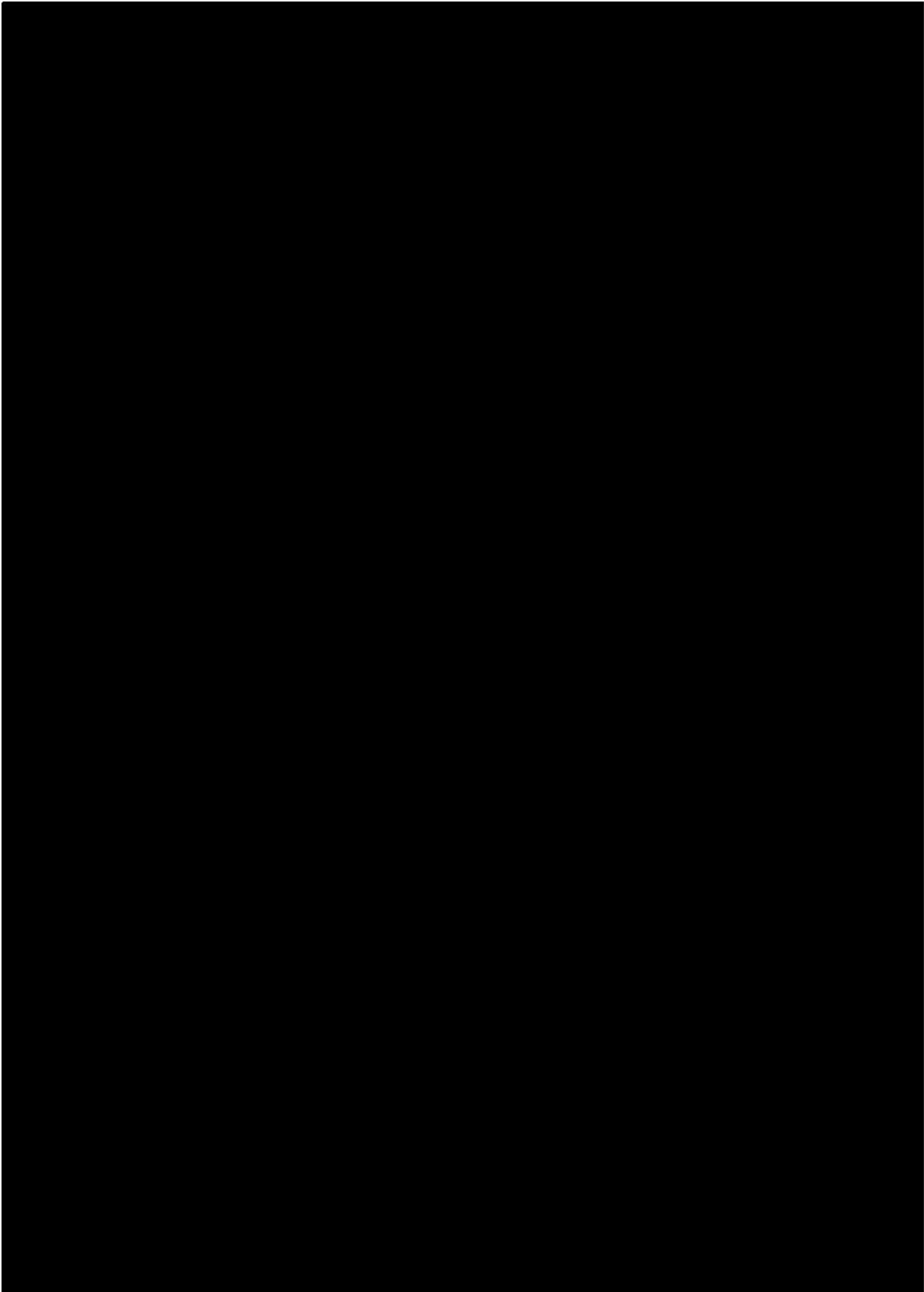
The accompanying notes are an integral part of these statements.



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