

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:** 2024-0924

**Contract #:** 20250035

**Start date:** 1/1/2025

**End date:** 12/31/2025

**Amount:** \$ 77,640.00

**Contingency Amount:** \$ 7,764.00

**Department:** Public Works

**Total Contract Amount:** \$ 85,404.00

**Contract Type:** Contractor

**Contractors Name:** Dav-Com Electric Inc

**Status of Ownership:** N/A

**Status of Sub:** N/A

**Certification:** Attached

Self-Certifying

Did not disclose

**Contract Description:** 2025 Facility Electrical Maintenance Support





# ORLAND PARK

## AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Dav-Com Electric Inc. FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made December 16, 2024, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Dav-Com Electric Inc. (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with **Facility Electrical Maintenance Support** (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

### WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. **Scope of Work:** The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

The Consultant’s Proposal or Bid No.24-167-15, and dated November 11, 2024; and/or

Village of Orland Park RFQ/RFP/Purchase Order No. \_\_\_\_\_.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request For Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);

the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

A not-to-exceed amount of \$85,404.00 (“Contract Price”)

A not-to-exceed Proposal or Bid amount of \$77,640, plus \$7,764.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$85,404.00 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$85,404.00. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant

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shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
  - invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated

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to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

- F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

- Scope of Services as set forth in the Consultant's proposal dated November 11, 2024 (Exhibit A)  
 Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than January 1, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than December 31, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

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7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

**To the Village:**

Name: Mike Mazza  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6108  
Email: mmazza@orlandpark.org

**To the Consultant:**

Name: Dave Schmidt  
Company: Dav-Com Electric Inc.  
Address: 18404 S. 116th Ave, Unit A  
City, State, Zip: Orland Park, IL, 60467  
Telephone: (708) 444-2056  
Email: dave.s@davcomelectric.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
  - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
  - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s)

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shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.

- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant’s work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of

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protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:  
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
- (iv) Professional Liability:
  - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
  - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- (v) Umbrella Policy:

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If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

- (vi)  Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
  - (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
    - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
    - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
  - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
  - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
  - If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

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- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the

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Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
  - C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
  - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
  - E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
  - F. The provisions of this Paragraph 12 shall survive any termination of the Contract.
13. Village Confidential Information:
- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
  - B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
  - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is

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financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

- C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
  - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
  - E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
  - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
  - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
  - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the

**\*1354965-02-10-13\***

laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section

**\*1354965-02-11-13\***

2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

**\*1354965-02-12-13\***

# Exhibit A

PROPOSAL #24-167-15

DAV-COM ELECTRIC, INC.  
18404 S 116<sup>th</sup> Avenue Ste. A  
Orland Park, IL 60462  
PHONE 708-444-2056  
FAX 708-444-2057



Contract #02-139  
RQN #2024-1447

SUBMITTED TO: Village of Orland Park	ATTN: Scott Hiland	PHONE 708-403-6108	FAX	DATE 11/11/2024
ADDRESS: 15655 S. Ravinia Avenue #4634	EMAIL: shiland@orlandpark.org	JOB NAME: 2025 Yearly Electrical Maintenance		
CITY, STATE, AND ZIP CODE Orland Park, IL. 60462		JOB LOCATION: Orland Park , IL.		

TO WHOM IT MAY CONCERN:

WE ARE PLEASED TO PROVIDE A PROPOSAL FOR THE ABOVE MENTIONED PROJECT, AND OUR COST FOR THE ELECTRICAL WORK IS AS FOLLOWS: **\*\*\$77,640.00\*\***

**THE FOLLOWING PERTAINS TO OUR PROPOSAL:**

**Maintenance:**

1. Provide monthly maintenance at various Village of Orland Park sites January, 2025 through December, 2025.
2. All materials supplied by Customer.
3. All work performed during normal working hours.

We trust the above meets with your approval, however, should you have any questions, please call.

Sincerely,

*Dave Schmidt*

DAVE SCHMIDT  
Project Manager

We propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:  
.....Seventy-Seven Thousand Six Hundred Forty and 00/100 dollars..... **\*\*\$77,640.00\*\***

Payment to be made as follows: If payments are not received by Dav-Com within 45 days of each invoice date, Dav-com reserves the right to payment being due in accordance with the Local Government Prompt Act (50 ILCS505).

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extras costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner fully covered by workers compensation insurance.

Acceptance of Proposal The above prices, specifications  
And conditions are satisfactory and are hereby accepted.  
You are authorized to do work as specified. Payment will  
be made as outlined above.  
Date of Acceptance: \_\_\_\_\_

Authorized  
Signature *Dave Schmidt*  
NOTE: This proposal may be withdrawn by us of if not  
accepted within 30 days.  
Signature: \_\_\_\_\_

- 29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

Dav-Com Electric Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Dave Schmidt  
on 2025-01-17 21:31:57 GMT

By: E-SIGNED by Jim Culotta  
on 2025-01-17 23:11:46 GMT

Name: Dave Schmidt

Name: Jim Culotta

Its **Secretary/Treasurer** & Authorized Agent Title: **Interim Village Manager**

EXHIBIT A  
[ATTACH]  
Scope of Work as set forth in Consultant's Proposal dated November 11, 2024  
and/or in Village Proposal Number \_\_\_\_\_ dated \_\_\_\_\_

EXHIBIT B  
[ATTACH IF REQUIRED]  
Schedule of Fees

**\*1354965-02-13-13\***



 **ORLAND PARK**  
CERTIFICATE OF COMPLIANCE

The undersigned Karen Schmidt,  
(Enter Name of Person Making Certification)

as President  
(Enter Title of Person Making Certification)

and on behalf of Dav-Com Electric, Inc., certifies that:  
(Enter Name of Business Organization)

1) **A BUSINESS ORGANIZATION:** Yes  No

Federal Employer I.D. #: 30-0396886  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

Sole Proprietor  
 Independent Contractor (Individual)  
 Partnership

LLC  
 Corporation Illinois 2007  
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned  Small Business  (SBA standards)  
Women-Owned  Prefer not to disclose   
Veteran-Owned  Not Applicable   
Disabled-Owned

How are you certifying? Certificates Attached  Self-Certifying

**STATUS OF OWNERSHIP FOR SUBCONTRACTORS**

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned  Small Business  (SBA standards)  
Women-Owned  Prefer not to disclose   
Veteran-Owned  Not Applicable   
Disabled-Owned

3) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes  No

The Bidder is authorized to do business in the State of Illinois.

4) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes  No

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

5) **SEXUAL HARRASSMENT POLICY COMPLIANT:** Yes  No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT:** Yes  No

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the

Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) **PREVAILING WAGE COMPLIANCE:**      Yes  No

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

**Certified Payroll.** The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day

of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **TAX COMPLIANT:** Yes  No

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

Karen Schmidt  
Signature of Authorized Officer

Karen Schmidt  
Name of Authorized Officer

President  
Title

1/2/25  
Date



## INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in **red bold type** **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><b><u>WORKERS' COMPENSATION &amp; EMPLOYER LIABILITY</u></b>            Full Statutory Limits - Employers Liability            \$500,000 – Each Accident            \$500,000 – Each Employee            \$500,000 – Policy Limit  <b>Waiver of Subrogation in favor of the Village of Orland Park</b></p> <p><b><u>AUTOMOBILE LIABILITY</u></b> (ISO Form CA 0001)            \$1,000,000 – Combined Single Limit Per Occurrence            Bodily Injury &amp; Property Damage. Applicable for All Company Vehicles.</p> <p><b><u>GENERAL LIABILITY</u></b> (Occurrence basis) (ISO Form CG 0001)            \$1,000,000 – Combined Single Limit Per Occurrence            Bodily Injury &amp; Property Damage            \$2,000,000 – General Aggregate Limit            \$1,000,000 – Personal &amp; Advertising Injury            \$2,000,000 – Products/Completed Operations Aggregate</p> <p><b><u>ADDITIONAL INSURED ENDORSEMENTS:</u></b>  <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> <li>• <b>ISO CG 20 10 or CG 20 26 (or Equivalent)</b>              Commercial General Liability Coverage</li> <li>• <b>CG 20 01 Primary &amp; Non-Contributory (or Equivalent)</b> The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants.</li> <li>• <b>Blanket General Liability Waiver of Subrogation - Village of Orland Park</b> A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses.</li> </ul>	<p><b><u>LIABILITY UMBRELLA</u></b> (Follow Form Policy)  <input type="checkbox"/> \$1,000,000 – Each Occurrence            \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence            \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____  <b>EXCESS MUST COVER:</b> General Liability, Automobile Liability, Employers' Liability</p> <p><b><u>PROFESSIONAL LIABILITY</u></b>  <input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____            Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <b><u>BUILDERS RISK</u></b>  <b>Completed Property Full Replacement Cost Limits – Structures under construction</b></p> <p><input type="checkbox"/> <b><u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u></b>            \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a <b>pollution incident at, on or mitigating beyond the job site</b></p> <p><input type="checkbox"/> <b><u>CYBER LIABILITY</u></b>            \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> <b>CG 20 37 ADDITIONAL INSURED – Completed Operations</b> (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 2<sup>nd</sup> DAY OF January, 2025

Karen Schmidt  
Signature

Authorized to execute agreements for:

Karen Schmidt, President  
Printed Name & Title

Dav-Con Electric, Inc.  
Name of Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55080	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13835
INSURER B: FEDERATED SERVICE INSURANCE COMPANY		28304
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


INSURED: DAV-COM ELECTRIC, INC. 18404 116TH AVE STE A ORLAND PARK, IL 60467-7814

COVERAGES CERTIFICATE NUMBER: 129 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6124373	02/19/2024	02/19/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPROP ACC \$2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6124374	02/19/2024	02/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6124375	02/19/2024	02/19/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	1811665	02/19/2024	02/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$1,000,000 E.L DISEASE EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SEE ATTACHED PAGE

<b>CERTIFICATE HOLDER</b> VILLAGE OF ORLAND PARK 14700 S RAVINIA AVE ORLAND PARK, IL 60462-3134	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	---



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED DAV-COM ELECTRIC, INC. 18404 116TH AVE STE A ORLAND PARK, IL 60467-7814
POLICY NUMBER SEE CERTIFICATE # 129.0		
CARRIER SEE CERTIFICATE # 129.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 129.0

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT #24-167-15 2025 FACILITY ELECTRICAL MAINTENANCE SUPPORT  
RE: VILLAGE OF ORLAND PARK, ORLAND PARK, IL, ETC.  
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSURED ALSO INCLUDES THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS.  
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, WAIVER OF SUBROGATION ALSO INCLUDES THE VILLAGE OF ORLAND PARK, AND THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS.  
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOWNERS LIABILITY.  
INSURANCE PROVIDED BY THE BUSINESSOWNERS LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT  
BUSINESSOWNERS LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.  
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE SUBJECT TO THE CONDITIONS OF THE WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT.  
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.



## FEDERATED INSURANCE COMPANIES

**THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **BUSINESSOWNERS LIABILITY COVERAGE FORM**

**A. Paragraph C. Who Is An Insured** is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;
2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or
4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.

**B.** The Coverage extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.

In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

**C.** In the event that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.

**D. Additional Exclusions**

The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;
2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or
3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

It is agreed that the insurance provided by any additional insured endorsement is primary. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

BP-F-119 (07-04)

Policy Number: 6124373

Transaction Effective Date: 02/19/2024

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

In the event of any payment for a loss under this Businessowners Liability Coverage Form arising out of your ongoing operations, the company agrees to waive its rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Businessowners Common Policy Conditions against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement, effective on 02/19/2024 at 12:01 A.M. standard time, forms a part of

Policy No. 1811665

Issued to Dav-Com Electric, Inc.

Issued by Federated Mutual Insurance Company

Endorsement No. 1



---

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

This waiver applies to any person or organization for which the Named Insured has agreed by written contract, prior to loss, to furnish this waiver.

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

This waiver does not apply to the states of Kentucky, New Hampshire, or New Jersey.

Copyright 1983 National Council on Compensation Insurance.



# Contractual Risk Transfer Evaluation Summary

Date 1/6/25

Vendor/Contractor Name: Dav-Com Electric Inc.  
 Contract/Project Name/ #: 2025 Facility Electrical Maintenance Support  
 Contract Type:  Contractor  Prof. Svcs  Goods Only  MSA  
 MSA Title \_\_\_\_\_  
 Type of Work: Electrical Maintenance  
 Contract/Project Summary: 2025 Facility Electrical Maintenance Support Services  
 Policy Expiration Date: 2/19/25

**Required Coverages/Limits – Per Contract:**

**Compliant:**

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$5M/\$5M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

**Required Endorsements:**

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

**Additional Coverages/Revisions Approved:**

Orland Park Hold Harmless/Indemnity Agreement Accepted:  Yes  No

Per Village Contract

**Notes / Additional Comments:**

Contractual Risk Transfer: Acceptable  Not Acceptable



## Samantha Cooper

**From:** Joel Van Essen  
**Sent:** Tuesday, December 17, 2024 8:16 AM  
**To:** Anne Skrodzki  
**Cc:** Tyler Hartman; Andrew Folkerts; Samuel Brokop; Scott Hiland; Sean Faulkner; Ken Dado; Brandi Watson; Jack Neven; Patrick McLaughlin; Mike Mazza; Brian Fei; Samantha Cooper; Ivana Lisnich  
**Subject:** 12.16.24 PW Board Meeting Items that were passed- Anne please confirm

**Categories:** Admin

Anne, Timings are off but that is not material  
Please confirm as well.

All approved  
note vendors and  
amounts below

At the 17:00 mark, the Mayor read the consent agenda. At 18:23 mark, Trustee Kampas made motion to approve items A-C, and E through R. With a 7-0 vote, at 18:49 these passed.

The PW consent items included:

- C. 2024-0919 FLC Lower-Level Flooring Replacement - Midway Flooring approved for \$95,000
- E. 2024-0912 Storz Nozzle Conversion Program-Material Purchase \$60,000 approved w/ EJ USA
- F. 2024-0941 Consulting Engineering Services for Sanitary Sewer evaluation Program 2025-2027 RJN \$185,000
- G. 2024-0937 2025 Orland Hills Road and Ditch Reconstruction Construction Management- Contract Change Order CBSEL \$216,856.00 to \$298,270.00 <sup>total \$1,022,000</sup>
- H. 2024-0920 FLC Gym and Track Floor Replacement Project \$225,000 - H2I group
- I. 2024-0921 Stellwagen, Olde Mill and Police Station Natural Area Stewardship- Service Agreement Pizzzo
- J. 2024-0922 2025 First Aid Cabinet Supplies- Omina Purchase Cooperative Cintas \$25,000 \$96,450.24
- K. 2024-0923 Landscape Management and Maintenance-Contract Addendum Christy Nelson ↑ \$21,495.00
- L. 2024-0913 Supervisory Control and Data Aquisition( SCADA) Support Services Contract Concentric Integration
- M. 2024-0915 Traffic Signal Maintenance for Village/State/County Roadways Renewal \$56,729.48 Meade \$42,620
- N. 2024-0916 151st Resurfacing 94th Avenue to Harlem Ave- PHII Design CBSEL \$29,720
- O. 2024-0917 2025 Building Automation System Services ABC, LLC for \$38,600
- P. 2024-0918 Police Department Gym Flooring Replacement Project \$45,000 Midway Flooring

At 19:09 mark, Trustee Milani made motion to approve the Orland Hills East/West Road and Ditch Construction for Lindahl Brothers. At 19:55 with a vote 6-0, it passed and with Trustee Kampas abstaining due to relationship with awarded bidder. \$5,025,774.73

At 20:44 mark, Trustee Riordan made motion to approve the 2024-0940 A/E Services- Police Department Fire Range/EOC Commission Agent to Farnsworth. At 20:58 with a vote 7-0, it passed. ~~XXXXX~~ nte \$32,488.50

At ~~21:08~~ mark, Trustee Katsenes made motion to approve the 2024-0924 2025 Facility Electrical Maintenance Support. At ~~22:36~~ with a vote 7-0, it passed. Omnia cooperative - DavCom \$17.0p \$77,640.00 + 10% for a total \$85,404.00

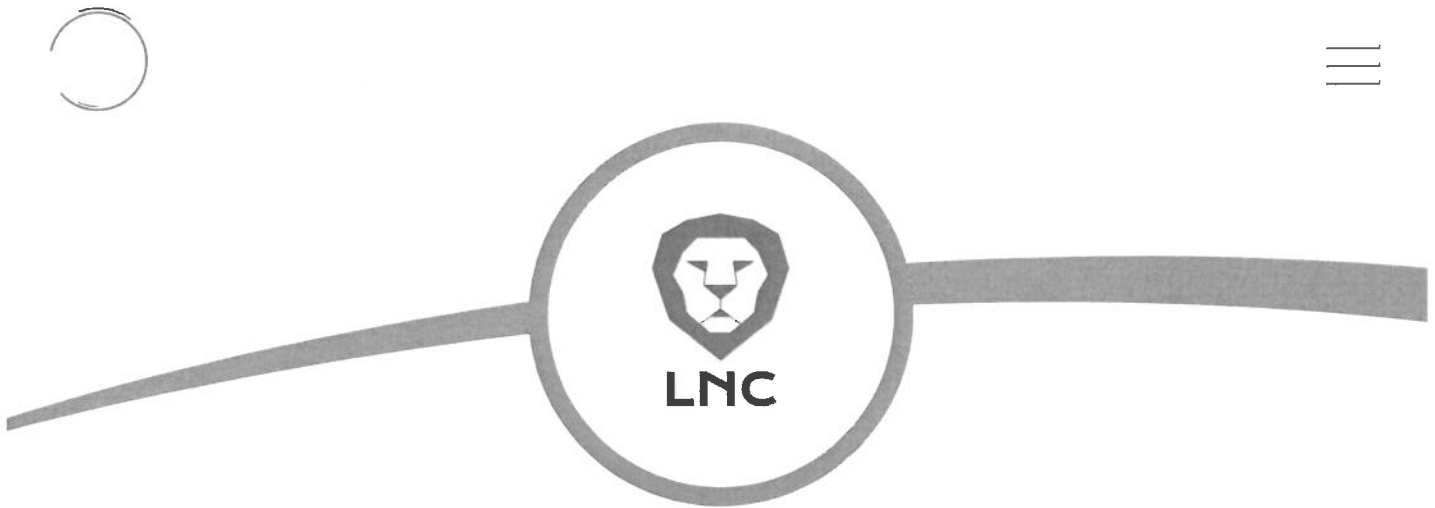
### Other Notes for Night:

- The budget was passed. The Mayor took off \$250K and thus reduced the levy a bit more. Funds to come out of the surplus backup funds.
- The Mayor and Trustees wanted to thank all the staff for hard work this year. So BRAVO!

- They also wanted to wish everyone a Happy Holiday and Merry Christmas.

Joel





# Lion National Corp

## Affiliate Compliance Management

LNC's Affiliate Compliance Management contract with OMNIA Partners facilitates a partnership between member agencies such as municipalities and school districts with pre-vetted, pre-qualified contractors and service providers whose proven history of success ensures that top quality work is provided in an efficient and competent manner. Pre-approved pricing means that agencies can access lower-cost products and services through the buying power of the large network. Project start and delivery times are greatly reduced through streamlined procurement processes offered exclusively through cooperative purchasing vehicles.

LNC serves as an independent, third-party administrator to ensure compliance with state and local procurement law. This oversight further promotes the ethical spending of public funds through transparency of process. All proposals for goods and services are audited to ensure that the pricing is compliant with the terms of the contract. Our internal team includes experts in project identification, project execution, price book (catalog) estimating, contract auditing and compliance, cooperative purchasing, and government contracting.

This contracting vehicle can be used for a broad range of construction, facility services, product/software solutions and other goods and services that are used in the building, owning, operating, maintenance and management of businesses to OMNIA Partners members.

include but are not limited to; construction, repair, renovations, alterations, upgrades and maintenance projects, supplies, professional services, and more.

## Click Your Industry

Education | Government

Nonprofit

---

# Public Sector

K-12 Education

Higher Education

State & Local Government

Lion National Corporation (LNC) provides services that are tailored to the client's business capabilities and goals, for small companies new to the marketplace or large-scale entities seeking expansion opportunities.

- Affiliate Compliance Management**

Region 14 ESC - TX | 02-139

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)

[AUTHORIZED AFFILIATES](#)



## About Lion National Corporation

LNC assists businesses with the procurement and management of Federal, State, and Local Government contracts for a wide range of products and services. We offer tailored consulting services related to market intelligence, corporate registrations and compliance, opportunity identification, technical proposal writing, project management, and establishment of partnership opportunities. LNC's commitment to the ethical spending of public funds is the foundation of our Affiliate Compliance Management Program with OMNIA Partners. Our network of affiliates, clients and partners include companies with proven success that are varied in market sector, size, scale, geographic coverage, and ownership type. Many fall under the various SBA minority ownership designations, which can help agencies meet minority participation goals.

---

## Contact Information

### Scott Gaeta

[sgaeta@lionnational.com](mailto:sgaeta@lionnational.com)

(954) 651-7200

SUPPLIER WEBSITE



5001 Aspen Grove Drive  
Franklin, TN 37067

info@omniapartners.com  
(866) 875-3299

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## REQUEST FOR CONTRACT UPDATE # \_\_\_\_\_

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Lion National Corp (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 02-139 for Affiliate Compliance Management (Contract Title) on this date 04/18/2024.

### Instructions:

**Vendors must check all that may apply and provide supporting documentation.** Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

*This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.*

### Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

### Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

**Other Vendor may include other notes regarding the contract update here: (attach another page if necessary).**

Termination of MGC Roofing & Construction as an authorized affiliate.

Lion National Corp  
Vendor Name

April Gaeta  
Submitted By

*April M Gaeta*  
Signature

04/18/2024  
Date

**FOR USE BY Region 14 ESC ONLY:**

Emily Jeffrey, Chief Financial Officer

DocuSigned by:  
*Emily Jeffrey*  
4FE54E70707547B...  
Signature

4/19/2024 | 8:19 AM PDT  
Date



## **Region XIV Education Service Center**

---

1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Thursday, September 1<sup>st</sup>, 2022

Lion National Corporation  
ATTN: Scott Gaeta  
PO Box 25534  
Greenville, SC 29616

Dear Scott:

Region XIV Education Service Center is happy to announce that Lion National Corporation has been awarded an annual contract for Affiliate Compliance Management based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on September 30<sup>th</sup>, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Lion National Corporation.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in cursive script that reads 'Shane Fields'.

Shane Fields  
Region XIV, Executive Director

Response Submitted By:

**LION NATIONAL CORP**

**PO Box 25534**

**GREENVILLE, SC 29616**



**PROPOSAL**

**RFP #29-22**

**Affiliate Compliance  
Management**

Presented To:

National Cooperative Purchasing Alliance  
Attn: Mark Reese & Matthew Mackel  
Region 14 Education Service Center  
1850 Highway 351  
Abilene TX 79601

**NCPA**  
National Cooperative Purchasing Alliance





July 20, 2022

National Cooperative Purchasing Alliance ("NCPA")  
Attn: Mark Reese & Matthew Mackel  
Region 14 Education Service Center  
1850 Highway 351  
Abilene, TX 79601

Re: RFP #29-22, Affiliate Compliance Management

Dear Mr. Reese & Mr. Mackel,

In response to the NCPA's RFP #29-22 for Affiliate Compliance Management, please find enclosed our proposal for your review and consideration. As you are aware, Lion National Corp ("LNC") and the NCPA have a lengthy and fruitful history of doing business together and we are well-suited to this requirement. Our decades of experience in general contracting, program management, small business consulting, federal contracting, cooperative contract management, market intelligence, project acquisition, regulatory compliance and revenue expansion ensure successful performance for a contract such as this. We are confident that we can exceed your expectations, bringing value and increased revenues to both the NCPA and its members and affiliates.

Over the past 15 years, we have focused on the formation of a broad network of general and trade contractors who are pre-vetted and demonstrate reliable success in their markets. We have helped these businesses grow into new markets, strategically and geographically, through proven methods of procurement. We know how to leverage the strengths of businesses to increase revenues. Our client base includes both Small and Large Businesses in all ownership categories including Economically Disadvantaged, Minority-Owned, Woman-Owned, Veteran-Owned, Service-Disabled Veteran-Owned, Native American-Owned, Alaskan Native American-Owned, and HUBZone contractors.



Our internal team includes experts in project identification, project execution, price book (catalog) estimating, contract auditing and compliance, cooperative purchasing, and government contracting. We have not identified any competitors that offer the broad range of expertise we bring to the table.

We are grateful for the opportunity to submit our qualifications and pricing for evaluation. Please feel free to reach out if you have any questions or concerns.

Respectfully,

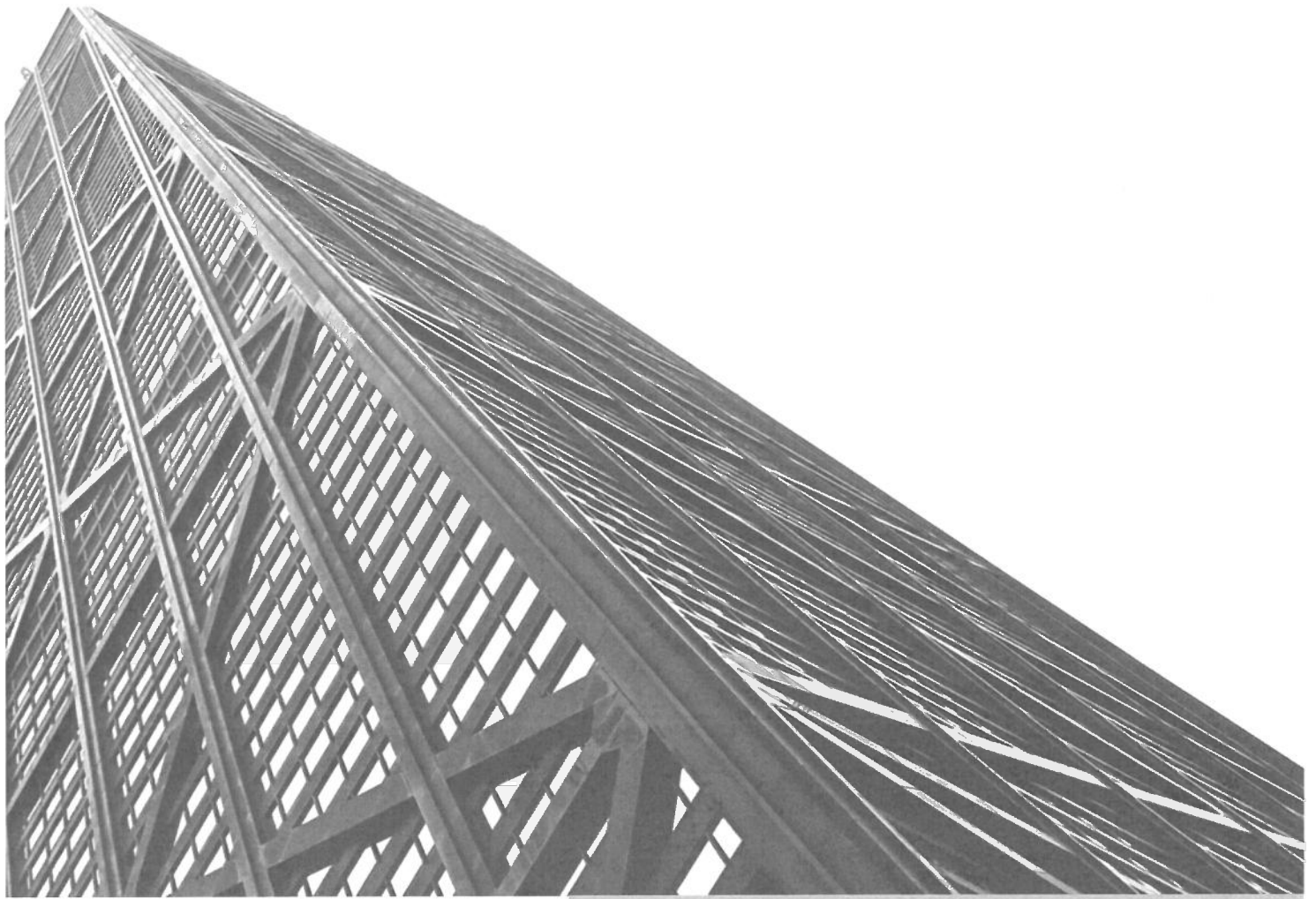


Scott Gaeta, Director



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**NCPA**  
National Cooperative Purchasing Alliance

TAB

**1**

**MASTER AGREEMENT  
SIGNATURE FORM**

# Tab 1 – Master Agreement

## General Terms and Conditions

---

- ◆ **Customer Support**
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ **Disclosures**
  - Respondent 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.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is 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.
  
- ◆ **Renewal of Contract**
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ **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.
  
- ◆ **Shipments (if applicable)**
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ **Tax Exempt Status**
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
  - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
  
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
  
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
  
- ◆ Supplemental Agreements
  - The entity participating in this 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.
  
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
  
- ◆ 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.
  
- ◆ Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number

- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.
  
- ◆ 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 and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; 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
  
- ◆ 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. 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.
  
- ◆ Termination
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
  
- ◆ Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-



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

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent 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.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Price Increases**
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ **Products and Services Additions**
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ **Competitive Range**
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

- ◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

- ◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- ◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- ◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
  
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price List / Coefficient List
    - Competitive regular and after-hours coefficient per each State
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Past Performance based on responses provided to the Technical Questions;
    - Quality and experience managing the compliance of Public Sector affiliates, subcontractors and contracts
    - Quality and experience of Key Personnel Resume's
    - Quality and experience of RS Means and UPB pricing methods
    - Quality and completeness of Compliance Process & Procedures
    - Quality and completeness of Case Study responses
  
- ◆ References and Experience (20 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
  
- ◆ Value Added Products/Services Description, (8 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Technology for Supporting the Program (7 points)
  - Quality of vendor's technological tools used to administer and support this contract
  - Specifications and features offered by respondent's products and/or services
  - Quality of vendor's on-line resources for NCPA members.

# Signature Form

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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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid 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.

Prices are guaranteed: **120 days**

Company name	LION NATIONAL CORP
Address	PO BOX 25534
City/State/Zip	GREENVILLE, SC 29616
Telephone No.	954-651-7200
Fax No.	N/A
Email address	sgaeta@lionnational.com
Printed name	SCOTT GAETA
Position with company	DIRECTOR
Authorized signature	



**NCPA**  
National Cooperative Purchasing Alliance

TAB  
**2**

**NCPA ADMINISTRATION  
AGREEMENT**

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and LION NATIONAL CORP (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 02-139, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Affiliate Compliance Management;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region



14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.
- ◆ **General Provisions**
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor:</b>	<u>LION NATIONAL CORP</u>
Name: <u>Matthew Mackel</u>	Name: <u>SCOTT GAETA</u>	
Title: <u>Director, Business Development</u>	Title: <u>DIRECTOR</u>	
Address: <u>PO Box 701273</u>	Address: <u>PO BOX 25534</u>	
<u>Houston, TX 77270</u>	<u>GREENVILLE SC 29616</u>	
Signature: <u></u>	Signature: <u></u>	
Date: <u>September 1, 2022</u>	Date: <u>7/20/2022</u>	



**NCPA**  
National Cooperative Purchasing Alliance

TAB  
**3**

**VENDOR  
QUESTIONNAIRE**

# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Somoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

◆ **Minority and Women**

**Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
  - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of GREENVILLE, State of SOUTH CAROLINA

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

- |   |  |
|---|--|
| <input type="checkbox"/> Manufacturer Direct    | <input type="checkbox"/> Certified education/government reseller   |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller   |
| <input type="checkbox"/> Value-added reseller   | <input checked="" type="checkbox"/> Other: <u>SERVICE PROVIDER</u> |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: APRIL GAETA

Title: PRESIDENT

Company: LION NATIONAL CORP

Address: PO BOX 25534

City: GREENVILLE State: SC Zip: 29616

Phone: 954-614-1009 Email: agaeta@lionnational.com

- **Purchase Orders**

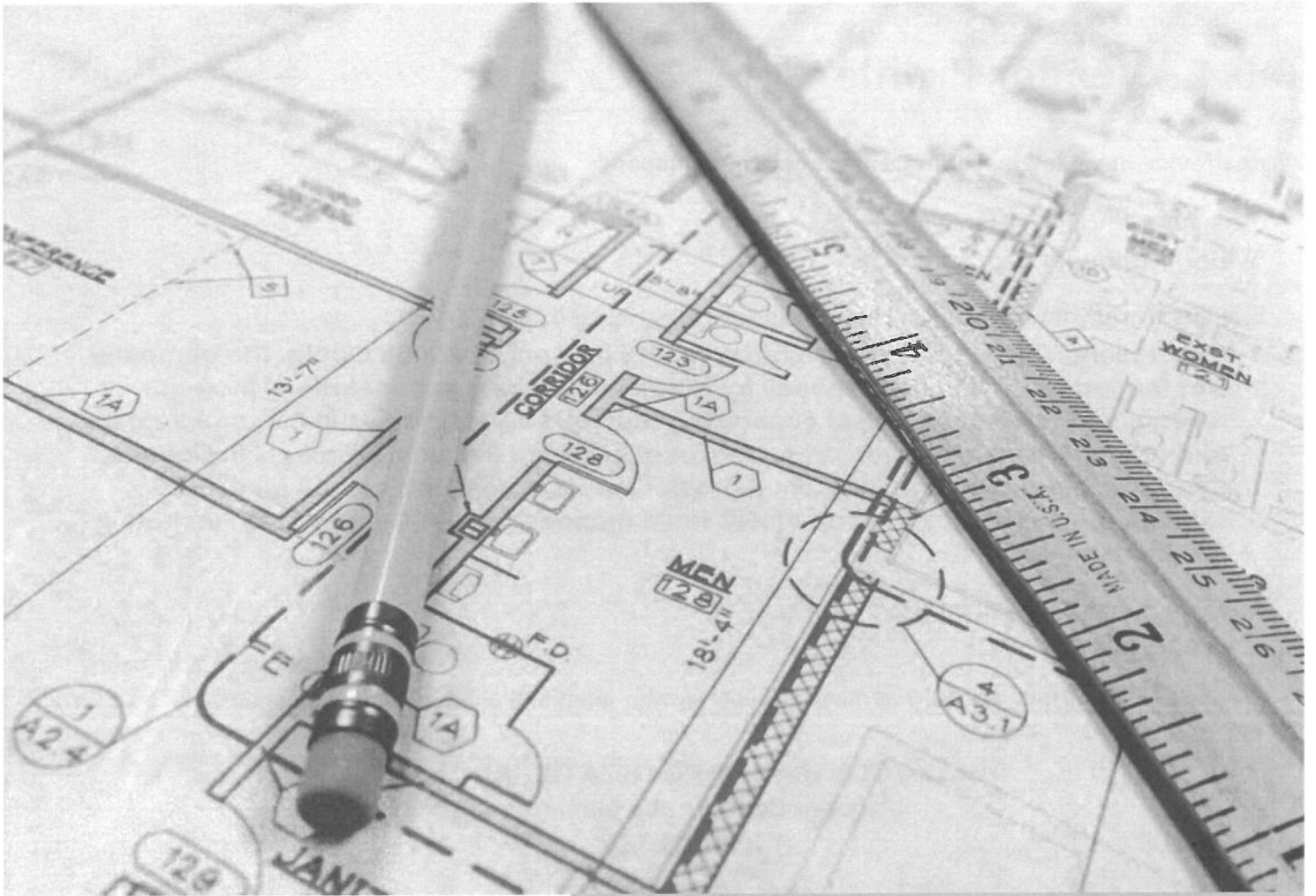
Contact Person: SCOTT GAETA  
Title: DIRECTOR  
Company: LION NATIONAL CORP  
Address: PO BOX 25534  
City: GREENVILLE State: SC Zip: 29616  
Phone: 954-651-7200 Email: sgaeta@lionnational.com

▪ Sales and Marketing

Contact Person: SCOTT GAETA  
Title: DIRECTOR  
Company: LION NATIONAL CORP  
Address: PO BOX 25534  
City: GREENVILLE State: SC Zip: 29616  
Phone: 954-651-7200 Email: sgaeta@lionnational.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No



**NCPA**  
National Cooperative Purchasing Alliance

TAB  
**4**  
VENDOR  
PROFILE

# Tab 4 – Vendor Profile

Please provide the following information about your company:

Company's official registered name.

**Lion National Corp**

Brief history of your company, including the year it was established.

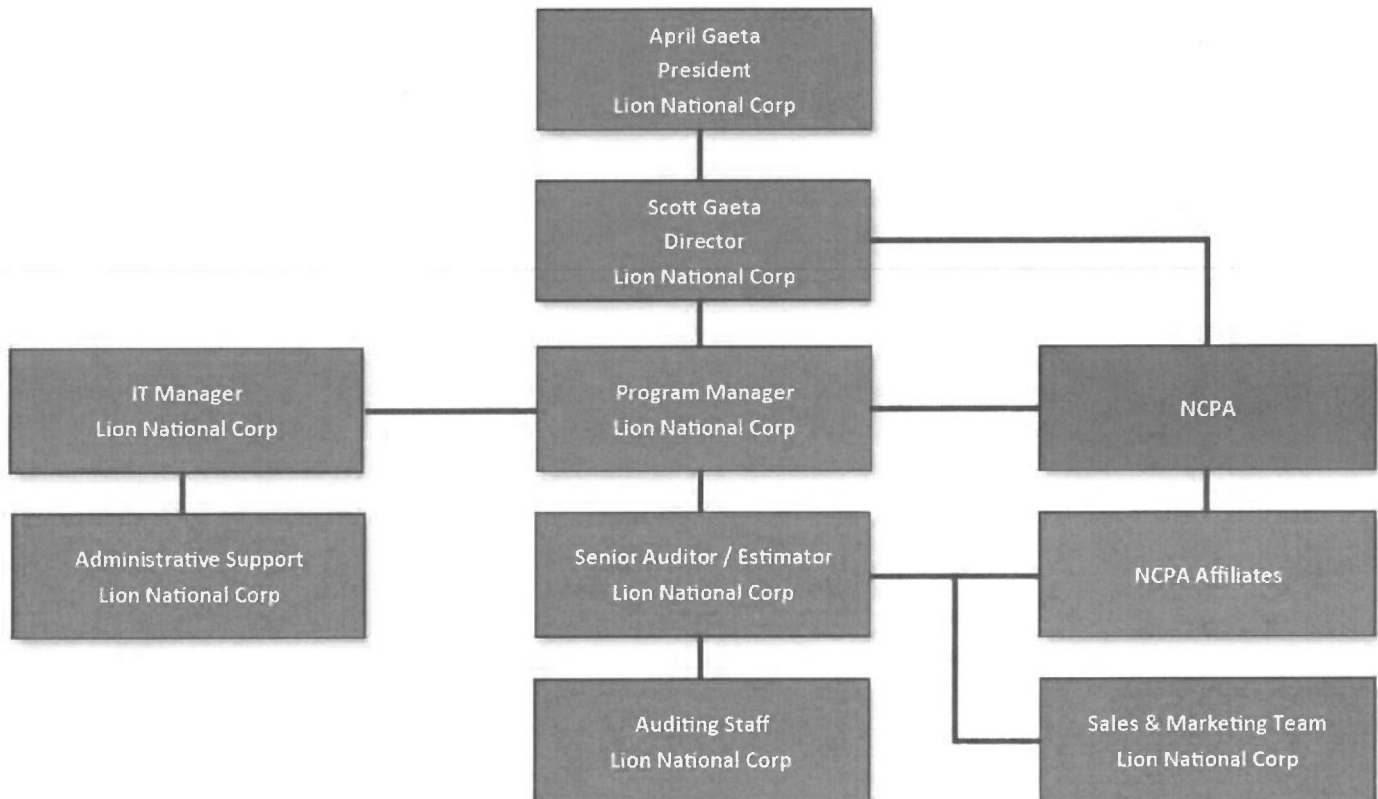
**Lion National Corp ("LNC") was formed in 2015 by April and Scott Gaeta. The company was formed as a consultant agency for businesses looking to penetrate or increase revenues from the government contracting market. LNC specializes in the procurement and management of federal, state, and local contracts, including market intelligence, opportunity identification, program & project management and compliance, and strategic partnerships. Principals of LNC have managed NCPA Cooperative Purchasing Contracts since 2011.**

Company's Dun & Bradstreet (D&B) number.

**080007224**

Company's organizational chart of those individuals that would be involved in the contract.

## **NCPA CONTRACT ORGANIZATIONAL CHART Affiliate Compliance Management RFP# 29-22**





Corporate office location

**PO Box 25534, Greenville, SC 29616**

- List the number of sales and services offices for states being bid in solicitation.  
**Nationwide contract will be serviced out of Greenville SC headquarters**
- List the names of key contacts at each with title, address, phone and e-mail address.  
**April Gaeta, President, PO Box 25534, Greenville, SC 29616, 954-614-1009, [agaeta@lionnational.com](mailto:agaeta@lionnational.com)**  
**Scott Gaeta, Director, PO Box 25534, Greenville, SC 29616, 954-651-7200, [sgaeta@lionnational.com](mailto:sgaeta@lionnational.com)**

Define your standard terms of payment.

**Net 30 Days**

Who is your competition in the marketplace?

**Although there are companies within the federal marketplace that assist in the vetting process of contractors to perform under specific vehicles, we feel that there are currently no other firms that provide a comprehensive program that meets the NCPA's needs.**

What differentiates your company from competitors?

**More than 10 years ago, the principals of LNC started working with cooperative purchasing agencies to help develop the methods of compliance and transparency that allowed them to provide cooperative purchasing services in a manner that met all state and local legal requirements. This new way of acquiring products and services within the strict regulatory framework of the ethical use of public funds allowed “co-ops” to expand their ability to provide services to members nationwide. Since then, we have assisted vendors, their affiliate contractors, and the “co-op” providers themselves with compliance, transparency, market penetration, streamlining their tracking and reporting process, and ultimately increasing revenues for the co-op and the contractor, while saving time and money for the clients.**

**In addition, LNC has a small business development program that assists clients in the procurement and management of Federal, State, and Local Government construction contracts. We offer tailored consulting services related to market intelligence, corporate registrations and compliance, opportunity identification, technical proposal writing, project management, and establishment of partnership opportunities. Our methods have proven successful for achieving our clients’ goals pertaining to government contracting and increased revenues and profitability.**

**Our network of clients provides a nationwide base of vetted, successful contractors in various trades and industries that can be leveraged to provide added value services to existing vendors through affiliate program relationships.**

Describe how your company will market this contract if awarded.

**LNC currently works with a limited number of NCPA vendors and their affiliates. We intend to make the existing affiliate relationship model available to all current NCPA vendors. This will allow us to partner the NCPA vendors with vetted and verified affiliate contractors and suppliers, bringing additional value to the members of the NCPA. We will also utilize a dedicated staff of sales personnel to market the NCPA directly to new affiliate contractors and suppliers, bringing in their current client base and building the network with new clients for the NCPA.**

Describe how you intend to introduce NCPA to your company.

**LNC’s principals have been working with the NCPA for more than 10 years.**

Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

**LNC’s headquarters are based in Greenville, SC. We are available to affiliates/vendors M-F from 8a-7p EST.**

Describe your company's experience in Public Sector contracting.

Considerable factors include:

- How many years of experience? **LNC was incorporated in 2015. Its principals have been working in the public sector since 1989.**
- What types of agencies does your company support? (Local, State, Federal, K-12, Higher-Education, Hospital, Non-Profit, etc.) **We have supported all of the listed agency categories. Examples include: GSA, USAF, USACE, NAVFAC, DOJ, DOT, 35+ of the 50 states, 100+ counties, 100+ cities, 50+ school districts, 20+ higher learning centers, 20+ hospitals, and several religious organizations.**
- How many years of experience do you have in Cooperative Contracting? **Approx. 12 years**
- What Cooperative Contracts did you use? **NCPA, TIPS, Sourcewell, Choice Partners, TexBuy, PCA**
- How many relationships do you have? **The following are quantitative estimates of the number of relationships in various categories:**
  - **Federal Government: 50+**
  - **State & Local Government: 50+**
  - **Schools & Higher Education: 50+**
  - **Large-Scale / Nationwide General & Specialty Trade Contractors: 25+ contractors, more than 500+ personnel**
  - **Small Business / Regional General & Specialty Trade Contractors: 100+ contractors, 500+ personnel**
- What is your estimated annual revenue volume? **LNC's annual revenue is approximately \$1mm per year, resulting from our involvement in acquisition and management of approximately \$200mm in contract volume.**
- What type of purchases were procured from your company? **Consulting and contract management services**

Include the resumes of (3) of your Key Personnel that will execute the management of this contract. Key Personnel should include an auditor, administrator, and a cooperative contract/public procurement professional. **See resumes attached at the end of Tab 4.**

Considerable factors include:

- Years managing Cooperative Purchasing contracts
- Years managing Public Sector contracts, if different from above.
- Years managing technical engineering, procurement and/or construction projects, facility services and product, software and hardware solutions that are used in the building, owning, operating, maintenance and management of related projects.
- Years of experience directly using a Unit Pricing Book (RS Means and/or Sierra West
- Costing Methods)?

List any and all degrees, accreditations, certifications and advanced education and training from organizations directly related to Public Sector contract administration and procurement (ex NIGP)

**N/A**

Describe your companies' processes and procedures related to Compliance Management of Affiliates (subcontractors, vendors, third-party companies)

Considerable factors include:

- Estimating: **We have a staff of in-house estimators that are utilized to ensure that affiliate pricing is within industry standards per contract.**
- Auditing: **All affiliate contracts are audited to ensure that public agencies receive contract-compliant proposals that meet all applicable state and local procurement laws and pricing models per the NCPA's contract.**
- Certification: **Audits are submitted to the NCPA for review and certification per the contract prior to the delivery of the proposal to the member.**
- Reporting: **Tracking of submitted audits for certification, contract completions, and NCPA fees are reported on a monthly/quarterly basis. Once affiliate receives full payment for the completed work, filing fees are submitted to LNC, who then submits payment to the NCPA. LNC maintains a proprietary reporting software system, which will give the NCPA the ability to log in and track affiliate work in progress.**
- Customer Relationship Management: **LNC tracks all NCPA members and is continuously adding new and potential members into the CRM system. Our sales force is tasked with consistent communication via telephone, email, and/or site visits to ensure we are assisting with budgets, supply requirements, contract requirements, etc.**
- Coaching and Education: **LNC is committed to the success of the affiliate program, achieved through the education of the clients and affiliates. Our dedicated support staff will conduct regular meetings during which we discuss goals and responsibilities such as marketing ideas and platforms, process and procedure in the public sector marketplace, pipeline development and execution, and contract compliance.**
- Other Support and Resources: **LNC's team brings more than 35 years of experience in the cooperative purchasing marketplace, having mentored dozens of large and small businesses. Our network of experienced public service contractors throughout the U.S. includes various specialty trades, general contractors, service providers, material suppliers, and transportation providers in all ownership categories. We also have deep and long-standing relationships with bonding/surety and insurance firms who have helped our clients expand and increase revenues.**

Describe your company's technological tools that will be used in the administration and support of this contract. **LNC utilizes several itemized pricing platforms and has developed a proprietary software system for CRM and contract management tracking.**

Does your company currently have RS Means Facilities Construction, Sierra West Construction Cost Data Book, or other Construction Cost Method? If other, describe the method and how it related to RS Means or Sierra West. **LNC currently utilizes RS Means Facilities Construction, ezIQC Procurement Process, and Craftsman Book, in conjunction with decades if estimating data that can be utilized for non-pre-priced categories.**

How many years of experience does your Key Personnel have with RS Means and/or Sierra West Construction Cost Data Book or other UPB? **Our director has more than 12 years of experience with RS Means and our Program Manager has more than 17 years experience with UPBs. Our auditing staff has as much as 10 years experience with UPBs.**

Provide (1) Case Study for each scenario below:

- Compliance Management Process: describe your company's process from cradle to grave that took a potential project from prospect to close using the considerable factors described in question #4. **LNC assists in member's understanding that the NCPA is available for them. We assist in identifying vetted affiliate contractors/suppliers to meet the member's needs. We will assist the member in budgetary requirements if necessary. We will audit the affiliate contractors or supplier's estimate and proposal to ensure that it meets the NCPA's criteria for compliance. We report to the NCPA the status of the member's needs and the approved affiliate contractor's audit for certification. We will then deliver the certification letter and proposal to the member for approval. We will track the progress of the contracted work between the affiliate and the member by way of our proprietary software, and we will submit the filing fee to the NCPA upon completion of work performed by the affiliate for the NCPA member.**
- State Laws: describe how your company has used due diligence to help support the procurement of an agency? **LNC has ensured that all procurement laws in all 50 states are tracked and monitored for changes. That information is transmitted to vendors and affiliates as updated so that procurement laws are followed.**
- Auditing: describe how your company's auditing process helps verify the proposal is in compliance with the terms of the contract. **All contract estimates are applied to the unit price book to ensure that pricing meets the contract requirements.** How does your process identify accuracy and errors? **All audits are reviewed by an auditor and the program manager to ensure that quantities and selected line items are accurate and true to scope.** What is the process to correct errors? **Audits are rejected and returned to the vendor or the affiliate for correction/adjustment before they are sent to the NCPA for certification.**
- Cost Savings: describe how your company's tools, processes and procedures, as described in Question 4 & 5, saves the agency money. **LNC's affiliate management program saves agencies money in several ways. Our network of pre-vetted, pre-qualified contractors and service providers with proven histories of success ensures that top-quality work is provided in an efficient and competent manner. Pre-approved pricing means that agencies can access lower-cost products and services through the buying power of the large network. Project start and delivery times are greatly reduced through streamlined procurement processes offered by cooperative purchasing vehicles. For construction services, the contractor partners with the agency, assisting in the design and management of the services required, mimicking a design-build platform in most cases. This minimizes or eliminates change orders. Overall, our system of processes, procedures, checks & balances reduces administrative costs and mitigates risk across the board.**
- Risk: describe any potential risk associated with your company's execution of your tools, processes, and procedures. **The processes and procedures outlined in this proposal are designed to mitigate any risks associated with the procurement of products and services for the NCPA members. The checks and balances in place**

**eliminate the likelihood of errors.**

- **Timeliness:** describe the duration of your company's tools, processes and procedures used in the Compliance Management of a project. **As an example, the identification of a member's needs up until the point at which the products or services can be supplied, can be reduced from the typical industry timeline of >90 days down to less than 25 days.**

#### Green Initiatives (if applicable)

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative. **LNC is committed to environmentally friendly and energy-efficient practices through the implementation of a paperless office environment, through reduced travel by conducting virtual meetings when possible, and through the intentional search for and use of service and product providers that are also committed to environmental consciousness.**

#### Anti-Discrimination Policy (if applicable)

Describe your organizations' anti-discrimination policy. **LNC does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of clients and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.**

**LNC is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.**

#### Vendor Certifications (if applicable)

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. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

**LNC is a self-certified Woman-Owned Small Business. A "screen shot" of our corporate status with the State of South Carolina can be found on the following page.**

# Business Entities Online

File, Search, and Retrieve Documents Electronically



Log In

## Lion National Corp

### Corporate Information

Entity Type Corporation

Status Good Standing

Domestic/Foreign Domestic

Incorporated State South Carolina

### Important Dates

Effective Date 10/13/2021

Expiration Date N/A

Term End Date N/A

Dissolved Date N/A

### Registered Agent

Agent April Gaeta

Address PO Box 25534  
Greenville SC 29616



Request Documents



Add Filing

### Official Documents On File

Filing Type

Filing Date

Domestication of Foreign Corporation to South Carolina Corporation

10/13/2021



**APRIL GAETA**  
**PRESIDENT, LNC**  
**FOR THIS EFFORT: CONTRACT ADMINISTRATOR**

YEARS IN INDUSTRY: **10+**      YEARS WITH LNC: **7 (CO-FOUNDER)**      YEARS IN BUSINESS MANAGEMENT: **20+**  
 YEARS IN GOVERNMENT CONTRACTING: **10+**      YEARS IN MGMT OF COOPERATIVE PURCHASING CONTRACTS: **7**  
 YEARS IN SMALL BUSINESS DEVELOPMENT: **10+**      YEARS IN ACCOUNTING & FINANCE: **18+**

April Gaeta is the President and Co-Founder of LNC. April's career spans over 20 years in business development, accounting and finance, market intelligence, and data analysis. She has a lengthy, proven record of increasing revenues through market penetration, opportunity identification, and strategic thinking.

April's expertise includes:

- ✓ Government contract acquisition
- ✓ Market intelligence
- ✓ Regulatory compliance
- ✓ Program development & management
- ✓ Budgeting & forecasting
- ✓ Strategic partnership development
- ✓ Project procurement strategies
- ✓ Data & trend analysis
- ✓ Accounting and cost controls
- ✓ Technical proposal writing
- ✓ Contract management and execution



**SCOTT GAETA**  
**DIRECTOR, LNC**  
**FOR THIS EFFORT: COOPERATIVE CONTRACT PROCUREMENT**  
**PROFESSIONAL & AUDITING SUPERVISOR**

YEARS IN INDUSTRY: **30+**      YEARS WITH LNC: **7 (CO-FOUNDER)**      YEARS IN CONSTRUCTION MANAGEMENT: **20+**  
 YEARS IN GOV'T CONTRACTING: **20+**      YEARS IN MGMT OF COOPERATIVE PURCHASING CONTRACTS: **12+**  
 YEARS OF EXPERIENCE IN UNIT PRICE BOOK ESTIMATING: **15+**      YEARS IN SMALL BUSINESS DEVELOPMENT: **15+**

Scott Gaeta is a Managing Director and Co-Founder of LNC. Scott's career spans over 30 years in general and trade construction, program management, and business development. He has a lengthy, proven record of developing new concepts to achieve clients' goals of controlling costs, enhancing efficiency, improving productivity, and increasing revenues.

Scott's expertise includes:

- ✓ Government contract acquisition
- ✓ Market intelligence
- ✓ Regulatory compliance
- ✓ Program development & management
- ✓ Budgeting & cost controls
- ✓ Bidding & estimating
- ✓ Owner/developer coordination
- ✓ Strategic partnership development
- ✓ Project procurement strategies
- ✓ Data & trend analysis



## **PROGRAM MANAGER\***

YEARS IN INDUSTRY: **25+**    YEARS AFFILIATED WITH LNC: **7**    YEARS IN CONSTRUCTION MANAGEMENT: **20+**  
YEARS IN GOV'T CONTRACTING: **20+**    YEARS IN MGMT OF COOPERATIVE PURCHASING CONTRACTS: **17**  
YEARS OF EXPERIENCE IN UNIT PRICE BOOK ESTIMATING: **15+**

LNC's Program Manager brings over 25 years of construction experience to the team, including 17 years of management of cooperative purchasing contracts. He has been instrumental in the implementation and expansion of cooperative purchasing programs for multiple small and large businesses across the country.

Duties include:

- ✓ Identifying and vetting affiliates
- ✓ Partner education in marketplace
- ✓ Member liaison
- ✓ Management of sales team
- ✓ Budgeting & cost controls
- ✓ Co-op program development
- ✓ Small business development
- ✓ Strategic partnership development
- ✓ Project procurement strategies
- ✓ Data & trend analysis

## **SENIOR AUDITOR/ESTIMATOR\***

YEARS IN INDUSTRY: **7**    YEARS AFFILIATED WITH LNC: **2**    YEARS IN CONSTRUCTION ESTIMATING: **7**  
YEARS IN GOVERNMENT CONTRACTING: **7**    YEARS IN COOPERATIVE PURCHASING SECTOR: **2**  
YEARS OF UNIT PRICE BOOK ESTIMATING: **7**

LNC's Senior Auditor/Estimator has extensive experience in construction estimating and auditing in the cooperative purchasing environment. Has been involved in government construction contracts for 7 years. Retired from U.S. military, earned MBA from University of Pittsburgh.

Duties include:

- ✓ Project estimating
- ✓ Budget development
- ✓ Collaborative preconstruction process
- ✓ RS Means specialist
- ✓ Plans & specifications review
- ✓ Proposal negotiation
- ✓ Contractual auditing
- ✓ Proposal review

## **SALES TEAM MEMBER\***

YEARS IN INDUSTRY: **30+**      YEARS AFFILIATED WITH LNC: **7**      YEARS IN INDUSTRY SALES: **30+**  
YEARS IN GOVERNMENT CONTRACTING: **20+**      YEARS IN COOPERATIVE PURCHASING SECTOR: **12**  
YEARS OF MANUFACTURER AND PRODUCT DISTRIBUTION EXPERIENCE: **30+**

LNC's Sales Team Member is an industry expert who brings more than 30 years of success in the sales environment to the table. His accumulated network of industry leaders is leveraged for business development and new sales opportunities.

Duties include:

- ✓ Identifying and vetting affiliates
- ✓ Partner education in marketplace
- ✓ Member liaison
- ✓ Project tracking
- ✓ Budgeting & cost controls
- ✓ Co-op program development
- ✓ Small business development
- ✓ Strategic partnership development
- ✓ Project procurement strategies
- ✓ Data & trend analysis

## **INFORMATION TECHNOLOGY MANAGER\***

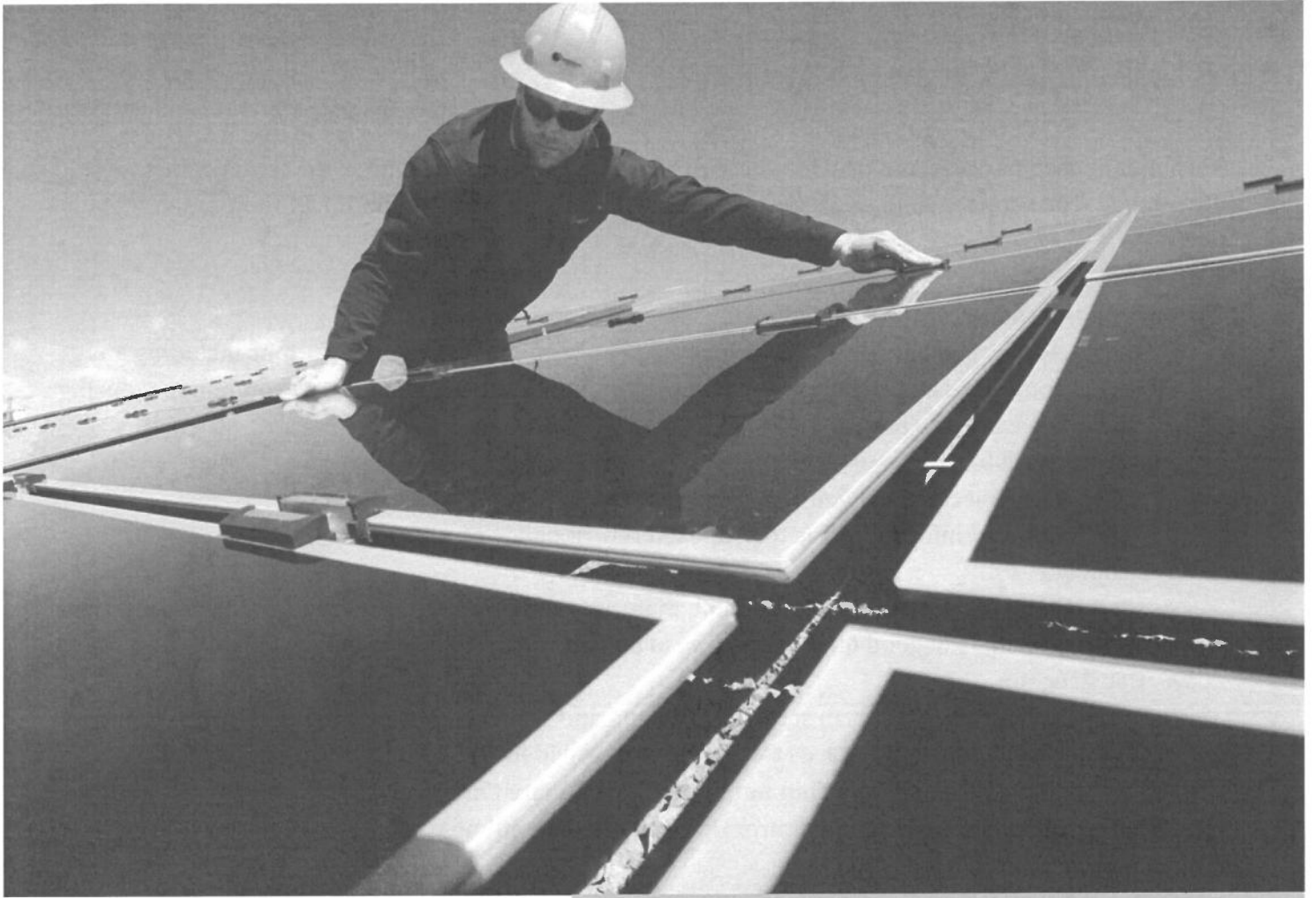
YEARS IN INDUSTRY: **20+**      YEARS AFFILIATED WITH LNC: **5**      YEARS IN PROGRAM DEVELOPMENT: **20+**  
YEARS IN GOV'T CONTRACTING: **5**      YEARS IN COOPERATIVE PURCHASING SECTOR: **5**  
YEARS OF SOFTWARE DEVELOPMENT AND MANAGEMENT: **20+**

LNC's Information Technology Manager is an industry expert with more than 20 years of experience in the I/T world. He has developed our proprietary cooperative purchasing management software platform and has developed, operated, and maintained the system for more than 5 years.

Duties include:

- ✓ Management of all computer systems
- ✓ Manages I/T staff
- ✓ Design & implement systems & procedures
- ✓ Attend to all user needs & functionality
- ✓ Preserves assets, information security
- ✓ Evaluation of electronic data operations
- ✓ Plan, organize, & control data environment
- ✓ Ensure security of data, network, and backup
- ✓ Strategic solutions and contingencies
- ✓ Synthesis of data for reporting

\* Names of Individuals to be provided upon Contract award.



**NCPA**  
National Cooperative Purchasing Alliance

TAB **5**

**PRODUCTS &  
SERVICES / SCOPE**

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Affiliate Compliance Management categories. List all categories along with manufacturer that you are responding with:

### Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The affiliate shall assist the end user with making a determination of their individual needs.
- ◆ It is the intention of NCPA to establish an annual contract with highly qualified vendor(s) for Affiliate Compliance Management on a national or regional basis. A
- ◆ Vendor(s) shall, at the request of an NCPA member, provide these covered services under the terms of this RFP and the Contract Terms and Conditions. Vendor shall ensure the affiliate's compliance in their assistance to the end user (NCPA member) with making a determination of its individual needs, as stated below.
- ◆ NCPA is seeking sealed proposals for Affiliate Compliance Management for this procurement in accordance with state statutes governing Job Order Contracting where the work occurs.
- ◆ The purpose of this procurement is to award Affiliate Compliance Management contract(s) so that affiliates can provide a broad range of construction, facility services, product and software solutions and other goods and services that are used in the building, owning, operating, maintenance and

management of it's business, infrastructure and facilities to NCPA members. These include but are not limited to; construction, repair, renovations, alterations, upgrades and maintenance projects on an as-needed basis as may be required by the end user (NCPA member) of a facility for work of a recurring nature in which the delivery times are indefinite and for indefinite quantities and for orders that are awarded substantially on the basis of pre-described and pre-priced tasks.

- ◆ The vendor, on behalf of the NCPA, ensures that the selected affiliates meet all the requirements of the NCPA to perform work for NCPA members, including but not limited to: audited pricing of proposed work, proper execution of the affiliate agreement with the vendor, monthly or quarterly reporting of work as outlined in this contract, accurate and timely payment of cooperative purchasing fee to the NCPA.
- ◆ The affiliate contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by NCPA client partner. The specific work requirements will be identified in Work Orders to be issued by NCPA client partner.
- ◆ A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, NCPA member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB or other mutually agreeable and established method.

## **Information to Offerors**

- ◆ Those companies seeking multiple state awards should propose a separate coefficient to be applied to affiliate products and/or services in each state. The proposer shall ensure that the affiliate is properly licensed and bonded in the state(s) in which they will perform work. If a proposer is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to NCPA requesting the additional state(s). In addition, the vendor shall ensure that the affiliate provides proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents. It is the intent of NCPA in this document to meet each state's statutory requirements for performing Job Order Contracting services in that jurisdiction.
- ◆ It is the intention of NCPA to issue these contracts to give the NCPA agencies a choice of contractors that provide the best value to them.
- ◆ The vendor will ensure that the affiliate contractor agrees to use required Davis Bacon (See the UPB) or local wage rates that apply with some of the NCPA agencies. The agency must supply any Davis Bacon or local wage rates requested.
- ◆ The respondent is encouraged to use either the current annual edition of RS Means Facilities Construction Cost Data Book or the Sierra West Construction Cost Data Book and quarterly adjustments as their UPB used. If either option is not suitable, a mutually agreeable and established

method shall be used.

- ◆ The proposal coefficient should provide reasonable oversight for Architectural and Engineering (A&E) design to meet both local and state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Services may be provided via its own staff, subcontractor, or working with the client's managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the NCPA agency's concurrence as per state statutes where the proposed work is to be done. However, the NCPA agency member may select the engineering or architectural services in accordance with state statutes.
- ◆ A&E selection and fees for this service will meet the requirements of the State in which the work is performed for such selections and fee negotiations and where the NCPA agency member's engineer or architect will approve possible design services. If the NCPA member agency does not have these services on staff or under direct contract, then the NCPA member agency must make the selection per state law. NCPA reserves the right to modify this section per future changes or clarifications in the code or statutes.
- ◆ AIA master text specifications or NCPA member agency approved equivalent and all applicable local, state and national codes will apply to work done under this contract.
- ◆ The NCPA fee will be included in the contractors priced coefficient and will not be issued as a separate line item in any job order proposals issued to NCPA member agencies. This contract management fee will be paid to NCPA quarterly. If the job order has progress payments on large DOs the contractor will report and pay these proportions with the next quarterly report. ***See Tab 2, Fees and Reporting***
- ◆ NCPA encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some NCPA member agencies will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for their delivery orders.
- ◆ It is the intent of NCPA to award these contracts without discussion. If at the sole discretion of NCPA the coefficients for a scope of work are not competitive, NCPA reserves the right to conduct discussions and negotiations with the successful offerors. If in the opinion of NCPA these negotiations have failed, NCPA will cease negotiations with that offeror and begin negotiations with the second best offeror.
- ◆ RS Means and or Sierra West are the two encouraged unit price books acceptable for use for this contract using SWG Current Construction Costs, JOC Works Ed. and/or the RS Means right hand column ("Total Inc. O & P") and the most recent editions (this will include any periodic editions such as quarterly updates. ) RS Mean's 12-digit line numbers or Sierra West's 13 digit line numbers will be used in line item estimates for NCPA member agencies. Contractors at their expense will make copies of the UPB available to the client upon request via electronic or printed media. SWG Current Construction Costs, JOC Works Ed and/or JOC Works or 4Clicks Project Estimator will be the preferred software for preparing line item estimates. If these two costing methods are not applicable, a mutually agreeable and established method shall be used.
- ◆ As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, NCPA management fee (2% of Purchase order less bond and sales tax), final site

cleanup, Job Order Contract Estimating Workshop session and all contingencies. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

- ◆ Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractor's coefficient. This line item will then be negotiated with the NCPA member agency and, when approved, the item will then be added to the price book for future projects and will no longer be considered non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the NCPA member agency and NCPA.
- ◆ Business forms and reporting criteria including audit function will be uniform for all of the contractors and be established by NCPA.
- ◆ Vendor will ensure that the affiliate contractor is adequately bonded by a licensed surety, and provides the required performance and payment bonds for the work being performed under the affiliate agreement. Contractors may need to provide additional capacity as job orders increase. Bonds will not require a fee to be paid to NCPA. The actual cost of the bond will be a pass through expense to the NCPA member agency and added to the purchase order.
- ◆ Vendor will ensure that the affiliate contractor has adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that NCPA has been named as additional insured. If the NCPA member agency has higher insurance requirements, than those requirements may be added as an addendum to the purchase order.
- ◆ Texas law requires that public works over \$8,000.00 be conducted under the supervision of an engineer and over \$100,000.00 with an architect. Statutes of the state where the job is located will govern requirements for an engineer and/or architect.
- ◆ Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

## **Scope of Services**

- ◆ The vendor will ensure that a specific scope of work for each job order is determined in advance and in writing between NCPA member agency and the Contractor.
- ◆ It is acceptable for the NCPA member agency to provide a general scope, but the contractor should provide a written scope of work to the NCPA member agency as part of the proposal. Once the scope of the job order is agreed to, the NCPA member agency will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the NCPA member agency. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract. The vendor will ensure that this process is completed within the guidelines of the contract.
- ◆ Once the selected contractor is approved by the NCPA member agency, the choice being made by the agency's other NCPA contractors will no longer market this NCPA member agency without approval

of the NCPA marketing manager. The NCPA member agency may replace or use more than one NCPA contractor. The NCPA member agency may consult with NCPA about their needs if deemed necessary.

## **Contract and Documents**

- ◆ The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the NCPA contract, NCPA, at its sole discretion, will decide which provision will prevail.
- ◆ The Unit Price Book (UPB), will be either or the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data or SWG Current Construction Costs, JOC Works Ed. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.
- ◆ Other documents to be included are the contractor's proposals, task orders, purchase orders and any attachments, which have been issued.

## **Project Delivery Order Procedures**

- ◆ The NCPA member agency, having executed the NCPA Master Intergovernmental Cooperative Purchasing Agreement during registration and/or an inter-local agreement approved by their board or designated agent may make a request of the vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, e-mail, fax, or in person.
- ◆ Upon notification of a pending request, the vendor shall ensure that the affiliate contractor makes contact with the client as soon as possible. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from client to include, but not limited to, hazardous materials surveys and other relevant documents.
- ◆ The affiliate contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.
- ◆ Contractors will be required to submit Job Order proposals and shall provide a line item estimate based upon their coefficient and the UPB for that scope of work which must be reviewed and agreed to by the client prior to their issuance of a PO and DO.
- ◆ Minimal design work should be covered in the contractor's applicable coefficient, and this design work shall use in house staff or a teamed sub-consultant. In all cases where significant design changes occur, the A/E selection shall conform and be based upon qualifications of the design personnel according to applicable state law for selection and negotiation of fees. The client may select an architectural consultant or use their own design capabilities providing the plans to the



contractor.

- ◆ The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.
- ◆ The client will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order (PO). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract.
- ◆ In the event of an emergency such as a major power disruption; acts of God; strikes; lockouts; industrial disturbances; act of public enemy; orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; 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 the contractor will endeavor to meet with the client within two hours (if possible), expediting these procedures with verbal job orders and a signed field book by the member's designated agent and the NCPA contractor. Work may commence immediately as required; however, documentation must be provided as soon as possible for this work or for any additional long term job order requirements.

## **Schedule of Projects**

- ◆ Scheduling of projects will be accomplished when the client issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line item estimate and approved JOB Order proposal. For large projects a Construction Project Management (CPM) schedule should be included with the proposal. The effective start and end dates will come from the dates approved in the proposal. The construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

## **Associated Project Support Requirements**

- ◆ If there is a dispute between the contractor and client, NCPA or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.
- ◆ NCPA or its representative reserves the right to inspect any project and audit the contractors NCPA project files, documentation and correspondence.
- ◆ The contractor will provide auditing services to his project offices with minimal down time (24 hours service calls) a computer system with applicable software including Microsoft Office, JOC project

estimating software (JOC Works or 4Clicks Project Estimator) such as RS Means current edition or SWG Current Construction Costs, JOC Works Ed. This software shall be compatible with currently utilized edition of RS Means or Sierra West Group. The contractor may not alter these programs in any form or manner. Updates of Sierra West Group or quarterly RS Mean software or revised yearly editions will be allowed. Each job order proposal submitted to the client will contain a computer generated line item estimate, and this estimate shall have been generated by one of the approval software programs. The printout will contain all of the unit price book items, quantities, pricing and total cost.

- ◆ If applicable, utilities at the job sites will be furnished free of charge to the affiliate contractor by the NCPA member agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the NCPA member agency. Upon project completion, the connections will be removed at the direction of the NCPA member agency.
- ◆ If applicable, it is the affiliate contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the NCPA member agency. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, the NCPA member agency will make toilet facilities available or the contractor will make arrangements for portable toilets.

### **Safety/Environmental Plan**

- ◆ The affiliate contractor shall, upon award, submit a more detailed safety plan within 14 days and prior to commencement of work. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer would interact with the NCPA member agency's staff and management of safety and environmental issues while working in occupied areas.

### **Quality Assurance/Quality Control Program**

- ◆ The affiliate contractor shall, upon award of a contract, submit a QA/QC plan within 14 calendar days and prior to commencement of work. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the NCPA member agency's staff.

### **Subcontracting Plan**

- ◆ The affiliate contractor shall submit an updated subcontracting plan within 14 calendar days. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan). The subcontractors will be held to the same standards as the JOC contractor.

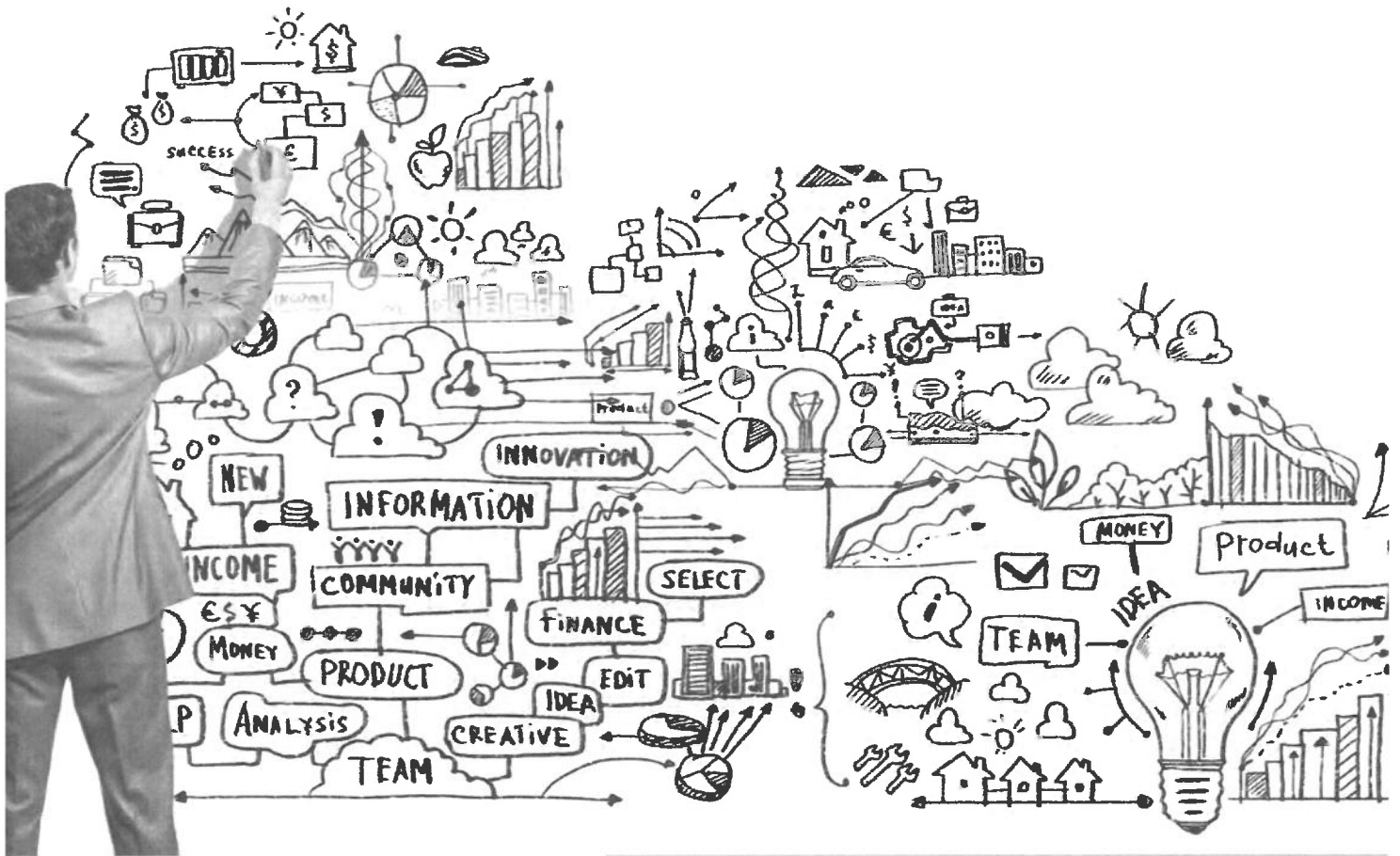
- ◆ A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms.

### **Project General Manager and Key Staff**

- ◆ The affiliate contractor's PGM should be knowledgeable in multiple construction divisions. It is also important that the PGM has managed plumbing, concrete, electrical, painting, HVAC and mechanical in multi discipline projects. The PGM should have experience in managing multiple projects at diverse locations. The PGM should be a team builder and be versed in JOC or have attended a course in JOC. The PGM should understand the contractual nature of JOC versus hard bid contracts and change notices.

### **Project General Manager & Key Personnel**

- ◆ The PGM shall have had experience as a program or construction manager. He should be well versed in job order contracting (JOC). He should be personable and be able to build confidence with NCPA and his company's team (including subcontractors) and the JOC Choice client members he is serving. It is preferred that the PGM have actual JOC experience, however attendance in a course on JOC will be acceptable. He should show the ability to multi-task handling multiple task orders simultaneously over an extensive geographic area. He should have experience in working with both architects and engineers on projects. He must be able to demonstrate that he understands the importance of all aspects of the NCPA program to include marketing, communication, business practices, subcontractors, and teaming.
- ◆ The PGM should show experience in scheduling and critical path analysis. The PGM should show a broad ability to quickly trouble shoot problems with an attitude of what is best for the client member. The PGM should be able to show with references that he has had extensive experience with and the ability to work with many small subcontractors and in some cases aiding and teaching (mentoring) as appropriate for future partnering on task orders.
- ◆ In all cases, the PGM should show a willingness to explain each line item estimate to the NCPA member agency in a team concept. The PGM should be considering cost saving measures as well as the NCPA member agency's budget constraints in making recommendations.



**NCPA**  
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TAB

**8**

**VALUE ADDED  
PRODUCTS & SERVICES**

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Through detailed evaluation and strategic planning, LNC specializes in assessing our client's current position and identifying opportunities with the highest likelihood of success to generate revenue growth in the cooperative purchasing marketplace. We provide services that are tailored to the client's business capabilities and goals, for small companies new to the marketplace or large-scale entities seeking expansion opportunities.

LNC's expertise provides the logistical assistance and training our clients need in order to confidently navigate the complexities of government contracting. We streamline the process of contract procurement, maintenance, and compliance, allowing management to focus on the growth and performance of their business.

Our network of clients and partners include companies with proven success in various industries, representing a wide range of products and services. These companies are varied in size, scale, and ownership type. Strategic partnerships help agencies meet minority participation goals, and leverage the strengths of the partners to maximize efficiency and profitability. We work with SBA-certified HUBZone, 8(a), WOSB, VOSB, SDVOSB, DBE, and Native American Owned businesses. Our network extends coast to coast, allowing us to service agencies regardless of geographic location.

# CONTRACT

1. The Joint Venture's name shall be \_\_\_\_\_ and \_\_\_\_\_
2. The term of the Joint Venture shall be \_\_\_\_\_
3. The capital of the Joint Venture shall consist of:  
The First Joint Venture shall contribute \_\_\_\_\_  
The Second Joint Venture shall contribute \_\_\_\_\_  
These funds shall be deposited in Bank of America and shall be disbursed only upon the signatures of all the Joint Venture partners.
4. The profits and losses of the Joint Venture shall be shared among the partners in proportion to their respective capital contributions.
5. Each Joint Venture partner shall be bound by any and all terms and conditions of this agreement. In no event shall any partner be liable for the actions or inactions of any other partner.



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TAB

9

**REQUIRED  
DOCUMENTS**

## Tab 9 – Required Documents

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- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 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.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to 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 as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.



(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) 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 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for 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.
- If any funds other than Federal appropriated funds have been paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 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 all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

## CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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


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**Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.**

Offeror: LION NATIONAL CORP

Address: PO BOX 25534

City, State, Zip: GREENVILLE, SC 29616


Authorized Signature: 

Date: 7/20/2022

## Clean Air and Water Act & Debarment Notice

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.

I hereby further 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	LION NATIONAL CORP
Print Name	SCOTT GAETA
Address	PO BOX 25534
City, State, Zip	GREENVILLE SC 29616
Authorized signature	
Date	07/20/2022

## **Contractor Requirements**

### **Contractor Certification 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 is 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 offeror 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 NCPA Participating entities in which work is being performed

### **Fingerprint & 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 offeror 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

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature




Date

07/20/2022

**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 bid, 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 bid, 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 bid 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.

Company name	LION NATIONAL CORP
Address	PO BOX 25534
City/State/Zip	GREENVILLE SC 29616
Telephone No.	954-651-7200
Fax No.	N/A
Email address	sgaeta@lionnational.com
Printed name	SCOTT GAETA
Position with company	DIRECTOR
Authorized signature	

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) **Maintain** all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) **Permit** any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) **Non-discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) **Equal Employment Opportunity.** The following Equal Employment Opportunity requirements apply to this Contract:
  - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - b. **Age.** In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)



implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts. Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

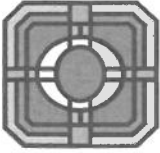
### **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>



# VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
www.orlandpark.org

## Master

**File Number: 2024-0924**

**File ID:** 2024-0924

**Type:** MOTION

**Status:** PASSED

**Version:** 0

**Reference:**

**Controlling Body:** Board of Trustees

**File Created Date :** 11/26/2024

**Agenda Entry:** 2025 Facility Electrical Maintenance Support

**Final Action:** 12/16/2024

**Title:** 2025 Facility Electrical Maintenance Support

### Notes:

### Sponsors:

**Res/Ord Date:**

**Attachments:** Proposal - Dav-Com, Omnia Contract #02-139, Sole Source Request - Facility Electrical Maintenance Support

**Res/Ord Number:**

**Drafter:**

**Hearing Date:**

**Department Contact:**

**Effective Date:**

### History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/26/2024	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	12/16/2024	APPROVED				Pass

### Text of Legislative File 2024-0924

..Title  
2025 Facility Electrical Maintenance Support

### History

To assist the Public Works with facility electrical tasks that cannot be completed in a timely manner due to staff schedules and/or require an uncommonly high level of expertise, Public Works has coordinated with Dav-Com Electric, Inc. ("Dav-Com"), which participates in the Omnia Cooperative Purchasing program, on proposals for Facility Electrical Maintenance Support for 2025. The support work includes monthly maintenance at various Village of Orland Park sites approved by Natural Resources and Facilities Operation Manager. By all accounts, the staff from Dav-Com have provided excellent customer service and high-quality installation services on previous electrical projects.

The proposal submitted by Dav-Com is based on pricing from Omnia Affiliate Compliance Management Contract #02-139. A summary of the proposal prices is provided below:

Dav-Com Electric, Inc.  
**2025 Total: \$77,640.00**

Based on the provided co-op proposal prices and company qualifications, staff recommends approving the proposals from Dav-Com for a total of \$77,640.00. A 10% contingency of \$7,764.00 is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the proposals are signed, for a total contract price not to exceed \$85,404.00.

**Financial Impact**

Funding is available for facility maintenance support in account 1008010-443100 in the total amount of \$470,000.00.

**Recommended Action/Motion**

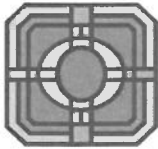
I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia pursuant to Contract #02-139 and authorize the approval and execution of a vendor contract with Dav-Com Electric, Inc for Facility Electrical Maintenance Support in 2025 based on Dav-Com Electric, Inc's proposal #24-167-15 dated November 11, 2024, for a cost of \$77,640.00 plus a 10% contingency of \$7,764.00 for a total not-to-exceed contract price of \$85,404.00;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.



# VILLAGE OF ORLAND PARK

## Meeting Minutes

### Board of Trustees

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
www.orlandpark.org

*Village President Keith Pekau*

*Village Clerk Brian L. Gaspardo*

*Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,*

*Sean Kampas, Brian Riordan and Joni Radaszewski*

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Monday, December 16, 2024

7:00 PM

Village Hall

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#### **2025 Facility Electrical Maintenance Support**

I move to approve the waiver of the competitive bid process in lieu of participation in joint purchasing cooperative Omnia pursuant to Contract #02-139 and authorize the approval and execution of a vendor contract with Dav-Com Electric, Inc for Facility Electrical Maintenance Support in 2025 based on Dav-Com Electric, Inc's proposal #24-167-15 dated November 11, 2024, for a cost of \$77,640.00 plus a 10% contingency of \$7,764.00 for a total not-to-exceed contract price of \$85,404.00;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

**A motion was made by Trustee Nelson Katsenes, seconded by Trustee Kampas, that this matter be APPROVED. The motion carried by the following vote:**

Respectfully Submitted,

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**Brian L. Gaspardo, Village Clerk**

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**Recording Secretary**



**MAYOR**

Keith Pekau

**VILLAGE CLERK**

Brian L. Gaspardo

14700 S. Ravinia Avenue  
Orland Park, IL 60462  
(708)403-6100  
[orlandpark.org](http://orlandpark.org)



**ORLAND  
PARK**

**FINANCE**

**TRUSTEES**

William R. Healy  
Cynthia Nelson Katsenes  
Michael R. Milani  
Sean Kampas  
Brian J. Riordan  
Joni J. Radaszewski

December 27, 2024

Dave Schmidt  
Dav-Com Electric, Inc.  
18404 S. 116<sup>th</sup> Avenue, Suite A  
Orland Park, IL 60462

**NOTICE OF AWARD – 2025 Facility Electrical Maintenance Support**

Dear Mr. Schmidt,

This notification is to inform you that on December 16, 2024, the Village of Orland Park Board of Trustees approved awarding Dav-Com Electric, Inc. the contract in accordance with the proposal you submitted dated November 11, 2024, for 2025 Facility Electrical Maintenance Support for an amount not to exceed \$77,640.00, plus a contingency of \$7,764.00, for a total not-to-exceed eighty-five thousand four hundred four and 00/100 (\$85,404.00) Dollars. The contingency may not be spent without prior written approval by the Village through a Change Order Request.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 14, 2025.

- Complete and return enclosed Certificate of Compliance and Insurance Requirements Form.
- Submit electronically a Certificate of Insurance and endorsements from your insurance company in accordance with all of the Insurance Requirements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or [ltcrs2019@gmail.com](mailto:ltcrs2019@gmail.com).

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Samantha Cooper, Executive Assistant, at [scooper@orlandpark.org](mailto:scooper@orlandpark.org), and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at [mmazza@orlandpark.org](mailto:mmazza@orlandpark.org).

Sincerely,

Mike Mazza  
Operations Manager – Natural Resources and Facilities

