

**Solicitation Number: RFP #062421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LSS Holdings, LLC, 908 S. 8th St., Suite 500, Louisville, KY 40203 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facilities Maintenance Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$1,000,000 per occurrence

\$1,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

LSS Holdings, LLC,

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/5/2021 | 6:46 AM CDT

DocuSigned by:
R. Craig Rutledge
71A10A2360924D3...
By: _____
R.Craig Rutledge
Title: President/Member
Date: 8/11/2021 | 2:40 PM PDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 8/11/2021 | 4:44 PM CDT

RFP 062421 - Facilities Maintenance Services

Vendor Details

Company Name: LSS Holdings, LLC

Does your company conduct business under any other name? If yes, please state: Life Safety Services, LLC and Hughes Environmental, Inc

Address: 908 S 8th St
Ste 500
Louisville, KY 40203

Contact: Ash Braunecker

Email: abraunecker@lifesafetyservices.com

Phone: 888-675-4519 358

Fax: 502-964-1337

HST#: 46-1211177

Submission Details

Created On: Monday June 21, 2021 13:41:12

Submitted On: Thursday June 24, 2021 16:22:50

Submitted By: Ash Braunecker

Email: abraunecker@lifesafetyservices.com

Transaction #: 61d6b787-7be3-4745-ab43-b033420d9f25

Submitter's IP Address: 74.129.233.101

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only):	LSS Holdings, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Life Safety Services, LLC LSS Technologies, LLC Hughes Environmental, Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LSS Life Safety Services, LLC (DBA of Life Safety Services, LLC) Safenetix, LLC (DBA of LSS Technologies, LLC)
4	Proposer Physical Address:	908 S 8th St, Ste 500, Louisville, KY 40203
5	Proposer website address (or addresses):	https://www.lsshholdings.com/ https://www.lifesafety-services.com/ https://www.safenetix.com/ https://hughesenv.com/
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	R. Craig Rutledge President / Member 908 S 8th St, Ste 500, Louisville, KY 40203 crutledge@LifeSafetyServices.com (cell) 502.836.2875 (office) 888.675.4519
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	R. Craig Rutledge President / Member 908 S 8th St, Ste 500, Louisville, KY 40203 crutledge@LifeSafetyServices.com (cell) 502.836.2875 (office) 888.675.4519
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ash Braunecker Compliance Manager 908 S 8th St, Ste 500, Louisville, KY 40203 abraunecker@LifeSafetyServices.com (office) 888.675.4519

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>LSS Holdings, LLC (LSS) is the parent company of LSS Life Safety Services, Safenetix, and Hughes Environmental. Under the LSS umbrella, we offer a comprehensive line of services to ensure 360-degree facility safety. Since our inception years ago, we've brought that same dedication to safety to over 40,000 projects across our brands. Whether a client is a small company or a Fortune 500 business, we will always bring an uncompromising commitment to the health and safety of our clients' facilities, occupants, and employees.</p> <p>LSS began with the founding of LSS Life Safety Services in 2004, a national service provider of fire and smoke damper inspections. The company has since grown into a complete passive fire protection, Indoor Air Quality, E-Learning, and Industrial Cleaning Provider offering a wide array of fire protection inspection and repair services, heavy industrial and specialized cleaning services, indoor air quality products and services, and E-Learning curriculums to commercial facilities throughout the United States.</p> <p>LSS's Core Purpose is to deliver solutions that provide our customers peace of mind.</p> <p>LSS's Core Values are:</p> <ul style="list-style-type: none"> - Accountable: We will own our actions and hold each other to higher standards. - Dependable: We will be available, responsive, and customer-focused, exceeding and meeting deadlines of the organization and the customer. - Problem Solving: We will work together to figure it out. - Empathy and Respect: We will understand and value how our actions impact others and see things from their perspective. - Pride and Ownership of Work: We will perform work that we are proud to put our name on.
10	What are your company's expectations in the event of an award?	<p>Year 1 — Large education and marketing campaign to inform Sourcewell members of LSS's new contract and benefits of LSS's service offerings;</p> <p>Year 1 — Training of LSS's marketing and sales staff on Sourcewell contract;</p> <p>Year 1 — Sales of approximately \$2,500,000</p> <p>Year 2 — Sales of approximately \$4,000,000</p> <p>Year 3 — Sales of approximately \$6,000,000</p> <p>Year 4 and beyond — Year-over-Year growth of 15% with additional new members using services, and reoccurring revenue, as many of LSS's services are required to be performed annually per International Building Code (IBC).</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Attached are our CPA reviewed financials for the past three years.
12	What is your US market share for the solutions that you are proposing?	<p>Fire and Smoke Dampers: 50%</p> <p>Fire and Smoke Doors: 33%</p> <p>Firestopping: 15%</p> <p>Commercial Duct Cleaning: 15%</p> <p>Combustible Dust Cleaning: 65%</p> <p>UVC on Coils: 5%</p>
13	What is your Canadian market share for the solutions that you are proposing?	Currently do not perform work in the Canadian market.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>(b) LSS is best described as a service provider (though we also distribute UVC products alongside our UVC service offerings):</p> <ul style="list-style-type: none"> - As of June 1, 2021 LSS employs a team of 20 Regional Account Representatives throughout the United States. - Regional Account Representatives will contact customers or customers will contact LSS via phone or a website contact form. When contact has been made with the customer (e.g., Sourcewell member), the information will be entered into LSS's customer relationship management (CRM) system, currently HubSpot. - Upon receipt of a Request for Proposal (RFP), the Regional Account Representative will work with LSS's sales manager and the compliance department to compile the pricing and bid package. - Upon an award of contract, the Regional Account Representative will forward a purchase work order to the customer service representative (CSR) who will be the main contact for the customer until the job is completed. - The CSR will coordinate scheduling with the customer and assign the service technicians to the project. - LSS's service technicians (all employees of LSS) will be deployed to the project to complete the work as outlined in the RFP.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>The services LSS provides are not mandated to be licensed, nor are there certifications except for Fire Door Re-Certification and Labeling, which requires ISO and ANSI Certification. However, LSS does voluntarily hold licenses and certifications, which includes:</p> <ul style="list-style-type: none"> - Factory Mutual (FM) 4991 Approved Firestop Contractor; - International Fire Door Inspectors Association (IFDIA) Certified Door Inspectors; - Door and Hardware Institute (DHI) Certified Fire Door Assembly Inspectors (CFDAI); - National Air Duct Cleaners Association (NADCA) Certified Air Systems Cleaning Specialist (ASCS); - National Air Duct Cleaners Association (NADCA) Certified Ventilation Systems Mold Remediator (CVSMR); - Indoor Air Quality Association (IAQA) Certified Mold Remediator (CMR); - Indoor Air Quality Association (IAQA) Certified Indoor Environmentalist (CIE); - OSHA – All technicians certified in OSHA 10 Hour General Industry; - OSHA – Safety Manager – Certified OSHA Instructor; - OSHA – Project Managers – certified in OSHA 30 Hour General Industry; - ISO Certified Contractor - Individual licensed electricians for UVC installation
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Inc. Magazine's "Inc. 500 5,000" list of the fastest growing privately held companies in the United States. LSS has been a member of the Inc. 500 5,000 for the past nine (9) years – 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, and 2019</p> <p>Louisville Business First – Fast Fifty. Every year, Louisville Business First recognizes the 50 fastest-growing private companies in the Greater Louisville area. LSS has made the "Fast 50" in 2007, 2008, 2009, 2010, 2011, 2013, 2014, 2015, 2016, 2017, 2018, 2019, and 2020</p> <p>National Air Duct Cleaners Association (NADCA) Safety Award – 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021</p>
19	What percentage of your sales are to the governmental sector in the past three years	40%
20	What percentage of your sales are to the education sector in the past three years	25%
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Premier - 2018: did not have contract yet; 2019: \$1,500,000; 2020: \$3,000,000; 2021: YTD through May: \$2,200,000</p> <p>NCPA - Just awarded May 15, 2021, so too early to provide annual sales figures.</p>
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA contract #: GS-21F-0056X</p> <p>2018: \$950,000</p> <p>2019: \$1,200,000</p> <p>2020: \$900,000</p>

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Veterans Affairs Medical Center: Raleigh Durham	Chris Tartaglia	919.286.0411 ext 172307
Louisville Metro Police Department	Officer Erik Velten	(office) 502.574.8688 (cell) 502.817.1465
JPS Health Network	Lou Mattingly	817.903.4782

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Veterans Affairs Medical Center: Raleigh - Durham	Government	North Carolina - NC	Fire Door Repairs	\$914,000	\$914,000
Louisville Metro Police Department	Government	Kentucky - KY	UVC on Coil Installation	\$475,000	\$475,000
JPS Health Network - Tarrant County Government	Government	Texas - TX	Firestopping Installation	\$750,000 (so far, ongoing project)	\$750,000 (so far, ongoing project)
New York City Health & Hospital Corporation – Elmhurst Hospital	Government	New York - NY	Fire and Smoke Damper Inspection and Repair and Firestopping	\$15,000 (average)	\$900,000
San Mateo Jail	Government	California - CA	Fire Damper Inspection and Repair	\$150,000	\$150,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	LSS has its own sales force throughout the United States. Currently there are 20 regional account representatives that cover multi-state territories (e.g. the representative in Charlotte covers North Carolina, South Carolina, and Virginia and the representative in Dallas covers Texas and Oklahoma). The sales representatives are supervised by the Director of Sales.
26	Dealer network or other distribution methods.	When an account manager receives an email with the customer's information, they review the service requested and prepare a quote for the customer. Our account managers and the customer contact work together until the job is completed.
27	Service force.	All work, whether administrative, sales, or service is performed by LSS employees. LSS has sales representatives that live throughout the United States that cover geographic regions (Please see question 25 above for more details). There are six (6) service regions throughout the country that are led by our Regional Operations Managers that manages the service technicians in their region. The regional operations managers are based in the following cities: - Southeast: Tampa, FL - Mid-Atlantic: Charlotte, NC - Northeast: New York City, NY - Midwest: Louisville, KY - Southwest: Houston, TX - West: Phoenix, AZ LSS employs approximately 200 service technicians (as of June 1, 2021) that live throughout the United States. The service technicians are all traveling technicians and service regions of the country. For example, a technician that lives in Seattle will service the Northwest Region of the United States, or a service technician that lives in Houston will service the Southwest Region of the United States, and so forth. Currently, there are service technicians in the following locations throughout the United States that allows complete coverage of the entire country, including Alaska, Hawaii, and Puerto Rico. - Seattle, WA - San Francisco, CA - San Diego, CA - Las Vegas, NV - Phoenix, AZ - San Antonio, TX - Houston, TX - Fargo, ND - Atlanta, GA - Memphis, TN - Louisville, KY - Fort Wayne, IN - Jacksonville, FL - Tampa, FL - Miami, FL - Charlotte, NC - Washington, DC - New York City, NY - Bristol, CT
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our Customer Service Manager manages a team of Customer Services Representatives (CSR) who are all assigned geographic regions of the country. Response time for an issue on a job will be less than one business day with a resolution. If a customer is not pleased with the resolution, then the issue is escalated to the Director of Operations by the next business day for alternative resolution. If a customer is not pleased with alternative resolution, then the issue is escalated to the Senior Director of Operations and Process Improvement for a resolution within next business day. Client Satisfaction Surveys are sent after all projects. The surveys touch on the sales team, the CSR team, and the service team deployed to the job site. All employees' performance reviews are impacted by their aggregate totals from the Client Satisfaction Surveys for the year, which in turn impacts promotions, and merit raises.
29	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	LSS services the entire United States, including Puerto Rico. LSS currently has large commercial national accounts with locations throughout the country, and we work in all 50 states every year.
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	LSS has a separate company it owns in Canada, Canada Life Safety Services, ULC. However, at this time our service coverage with employees in Canada is limited and we feel we would not be able to provide Sourcwell members in Canada with adequate service. If possible, we would like to revisit this region in the future as our Canadian staff grows.
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None in the United States. In Canada with adequate notice of substantial work we could mobilize a workforce under our Canadian subsidiary, we would not be limited.
32	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	No restrictions
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be higher minimum trip charges – please see attached pricing.

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>LSS utilizes a wide-ranging of marketing tactics that will be employed to promote the Sourcwell Contract, included, but not limited to:</p> <ul style="list-style-type: none"> - Direct mail - Internet Marketing (SEO, PPC, Retargeting) - E-mail Campaigns - Blog Post - Marketing Collateral (Sell Sheets) for Sales Team - Social Selling - Tradeshows <p>See attached marketing material samples.</p>
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>LSS employs a Digital Marketing Manager, whose sole task is to amplify LSS's presence on social media, and other digital platforms. The Digital Marketing Manager also utilizes WordPress, and other technologies to post blogs about our service offerings, and digital newsletters that would be relative to Sourcwell Members.</p> <p>Our marketing includes social media on all relevant platforms (e.g., LinkedIn, Twitter, and Facebook), retargeting campaigns, SEO, SEM, and IP tracking/targeting. We use IP addresses to identify businesses that have visited our website, or individuals if they have filled out web forms, and send direct mail related to pages they have viewed following visits to our site.</p>
36	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>We would like Sourcwell's assistance promoting LSS as a vendor and providing a platform for LSS to give education seminars to members on the need for our services and the value LSS will offer Sourcwell members. We would need Sourcwell's assistance on what tradeshows are best to reach Sourcwell's members for our specific services. We would like feedback from Sourcwell's marketing team on what has and has not been successful in the past marketing to their members, specifically for service providers versus vendors that sell products.</p> <p>LSS utilizes HubSpot for our inbound lead platform. HubSpot allows us to build and customize sales and marketing workflows. With the addition of the Sourcwell contract, we would construct new workflows that would track Sourcwell members for inbound leads, and for Sourcwell quoted projects. They will ensure properly quoted projects per contract terms and conditions, and to promote to the Sourcwell members our services in the future.</p> <p>LSS Account Managers are all provided with annual quotas by lines-of-business, and other metrics. We would look to implement specific annual quotas for Sourcwell sales to emphasize the importance of selling the Sourcwell contract to our sales team.</p> <p>After the initial award of the Sourcwell contract we will develop a special sales contest with additional sales compensation above the sales team's standard compensation, for the sales representatives that sell the most off of the newly award Sourcwell contract.</p>
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-Buy with our GSA Contract

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As an added value to our clients, we provide in-person training sessions and/or webinars for educational purposes. The educational offerings touch on topics such as:</p> <ul style="list-style-type: none"> - We own an E-Learning company, Safenetix, that provides detail training via an online learning platform; - Combustible Dust Cleaning – How to perform safely - Basics of Passive Fire Protection - Fire Doors 101 - STI FIT 1 Firestop Certification - The "Do's and Don't's" of Firestopping - Basics of Commercial HVAC Cleaning; <p>We have provided in-person training sessions and webinars for several hospital engineering associations, IFMA chapters, and engineering groups. Some of our presentations provide AIE CEUs.</p>
39	Describe any technological advances that your proposed products or services offer.	<p>LSS Holdings owns a technology company, LSS Technologies, LLC d/g/a Safenetix. This company offers online E-Learning courses geared towards certifications in safety, to provide Sourcwell members the ability to learn how to maintain their facilities in a safe manner and meet building codes. These courses will also provide a certification option. Additionally, Safenetix offers a mobile building inspection application for iOS and Android devices, allowing Sourcwell members to perform safety inspections in their facilities.</p> <p>LSS Holdings subsidiary, Hughes Environmental, offers a wide range of UVC products; UVC for Coils and HVAC Systems, Upper Air UVC, Portable UVC Systems, and hand-held UVC devices. UVC technology has been proven to kill fungi, bacteria, and viruses, including COVID-19.</p> <p>LSS has our own proprietary software, LSS Site Surveyor®. This software is specifically designed for the passive fire protection industry and provides reports for compliance with NFPA and gives Sourcwell members access to reports to provide fire marshals, insurance underwriters, and other authorities having jurisdiction. The software is cloud-based and is part of LSS's standard offering and available to all Sourcwell members.</p> <p>With multiple combustible dust explosions around the United States, many leading to fatalities, new technology has led to the development of Explosion Proof Vacuums, which do not emit sparks when cleaning the combustible dust. The cost is still very high for the explosion proof vacuums (e.g., \$15,000 and over), but LSS utilizes these vacuums for the safety of our employees and clients.</p> <p>Dry Ice Blast Cleaning – this technology employs dry ice as the cleaning medium. The dry ice is non-abrasive, and evaporates. Thus, it offers advantages over other abrasive cleaning methods such as sandblasting, and does not leave the mess that traditional cleaning methods such as pressure washing leave behind. LSS offers Dry Ice Blast Cleaning Technology to help buildings remove paint, graffiti, cleaning equipment, and many other hard to cleaning items.</p>
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>LSS Holdings, LLC under its subsidiary Hughes Environmental, provides HEPA Air Scrubbers to filter the air and provide adequate air exchanges to meet ASHRAE Guidelines and CDC Guidelines (post COVID-19). Hughes also offers a wide array of UVC products that filter the air of fungi, bacteria, and Volatile Organic Compounds (VOCs).</p> <p>LSS had a companywide Sustainability Program. Some of the programs highlights:</p> <ul style="list-style-type: none"> - Paperless workplace; - Implementation of Recycling Program at Corporate Office; - LSS manages a Service Fleet of Hybrid Vehicles for technician transportation as a way to reduce our carbon footprint resulting in lesser fuel consumption. Vehicles are maintained according to manufacturer specifications to keep emissions, fuel costs, and replacement to a minimum - Currently 65% of vehicles are Hybrids; - Purchase of supplies locally versus shipping to save on fossil fuel use; <p>LSS takes pride in its comprehensive reporting ability, but for large projects, this can mean thousands of paper pages. That's why LSS Site Surveyor® is an important part of our offering, allowing digital reports to be downloaded, viewed, and stored electronically. This allows us to save paper, energy, and emissions generated during shipping customer reports, and adds the convenience of accessing online reports anytime, anywhere.</p>

In addition to environmentally conscious efforts in the company's day-to-day business operations, LSS helps facilities conserve energy with Photoluminescent egress path marking.

LSS performs Commercial HVAC Systems Cleaning which offers many "green" benefits:

- It improves airflow in the HVAC System by remove dirt and debris from coils, and terminal boxes, and thus increases airflow, which in turn increases efficiency and saves on energy costs;
- By removing debris from the return air ductwork, it lessens the load on the filter bank and filter load, thus lessening the need to replace filters as much.
- HVAC Systems are breeding grounds for mold. LSS is a National Air Duct Cleaners Association certified contractor with Certified Mold Remediators and Certified Indoor Environmentalist on staff. LSS's HVAC Source removal techniques remove mold and bacteria from the HVAC System and improves indoor air quality, and can reduce potential for "Sick Building Syndrome;"
- Many HVAC Systems have internally lined ductwork and as the insulation ages it becomes friable and the insulation fibers become airborne and become an indoor air quality threat, especially to individuals with respiratory issues. LSS provides an insulation repair and encapsulation service that seals the insulation and prevents the insulation fibers from breaking free. Additionally, the encapsulation turns the insulation from a porous to non-porous surface, significantly reducing microbial growth;

LSS offers photoluminescent egress markings for stairwells and photoluminescent exit signage as a product only and for product and installation. Photoluminescent offers LEED Points, the information below outlines the LEED qualification for photoluminescent signs.

(The following is from: "LEED and Photoluminescent Exit Signs – Glow in the Dark goes Green", Active Safety by Michael O'Connell)

- From a green perspective Photoluminescent Exit Signs are a highly sustainable product that can directly contribute toward securing points in the following LEED Credits:

- EA Credit #1 – Energy and Atmosphere: Optimizing Energy Performance

- MR Credit #4 – Materials and Resources: Recycled Content

- ID Credit #1.1 – Innovation in Design: Exceptional Performance

- EA Credit #1 –Energy and Atmosphere: Optimizing Energy Performance

- To qualify for this LEED V2.2 Credit (worth up to 10 points) a building project must demonstrate improvement in the proposed building energy performance compared to a baseline criterion specified in ASHRAE/IESNA Standard 90.1, or comply with prescriptive measures of ASHRAE 'Advanced Energy Design Guide for Small Office Buildings', or comply with the 'Basis Criteria and Prescriptive Measures of the Advanced Buildings Benchmark.

- More points are awarded to building projects using less energy than "baseline" guidelines prescribed by ASHRAE or the Advanced Buildings Benchmark.

- With respect to exit signs, these guidelines are formulated on the basis of installing modern LED exit signs which pull about 5 watts of power. Although the impact of a few exit signs using 5 watts is not significant, larger facilities can employ thousands of exit signs in high and low applications. Recognizing that electrically powered exit signs must be energized 24 hours/day x 365 days/year, a typical large building project with 500 LED exit signs, each using 5 watts of power, burns nearly 22,000 kWh of electricity annually, costing about \$3,000 at \$0.14/kwh.

- Since Photoluminescent Exit Signs are charged from nearby area lighting and require no direct power, there is no related electricity cost. Consequently, Photoluminescent Exit Signs will positively contribute to the calculations that determine the energy efficiency of a building project. Depending upon the number of exit signs in your project, this additional energy savings can be significant in obtaining points toward EA Credit #1.

- MR Credit #4 – Materials and Resources

- This credit requires that 10% of the dollar value of permanently installed project materials consist of recycled content. The recycled content value of a material is determined by its adjusted recycled weight (=100% post-consumer component weight + 50% pre-consumer component weight) multiplied by the total dollar value of the assembly. Since many types of Photoluminescent Exit Signs are made primarily of metal with high recycled content, these exit signs will contribute handsomely toward this credit.

- ID Credit # 1.1 – Innovation in Design: Significant Environmental Benefits

- There are two avenues available to obtain Innovation in Design points. Using Photoluminescent Exit Signs works best with the avenue whereby the project team demonstrates a comprehensive approach toward employing a product or technology that has significant environmental benefits not addressed or credited to other LEED categories.

- The comprehensive approach targets optimizing the benefits and tradeoffs of an innovation proposal throughout its lifecycle phases: design, procurement, construction, operational and decommissioning. The advantages of Photoluminescent Exit Signs span all the lifecycle phases with the following environmental benefits:

- Fewer Building Materials Required – Reducing activities that pollute air and water, destroy natural habitats and deplete natural resources. Photoluminescent Exit Signs are not electrically powered and therefore do not require the associated metal conduit, wiring and switching equipment that Led exit signs need.

- Energy Efficient – Reducing Emissions of Global Warming Ingredients. Photoluminescent Exit Signs operate on nearby ambient light and are not direct users of electricity like LED exit signs. Therefore, the project will enjoy energy savings, and depending upon the generation source, a corresponding reduction in greenhouse gas emissions, acid rain and radioactive waste.

- No Radioactivity – Photoluminescent Exit Signs do not contain radioactive material like tritium exit signs. This author's opinion is that building products that contain radioactive material have no place in any facility where there are better, sustainable technologies and they sure the heck should not be in LEED certified facilities.

- High Percentage of Recycled and Recyclable Materials – Many Photoluminescent Exit Signs are made of recycled aluminum or steel which can be recycled again at decommissioning/disposal. A few components on an LED exit sign can be recycled including batteries, circuit boards and possibly some metal parts. Recycling tritium exit signs can be done only in facilities licensed by the NRC and consists mainly of recovering radioactive material for reuse or disposal. The plastic housings and internals of tritium exit signs are typically not recycled.

- No Hazardous Materials or Wastes – Photoluminescent Exit Signs contain no toxic or hazardous materials and are not regulated in any way. Both LED and Tritium exit signs contain hazardous materials whose disposal is regulated. Specifically:

- LED exit signs have printed circuit boards (always) and battery back-up packs (usually). These are now considered "universal wastes" by the EPA and are not permitted in municipal landfills.

- Tritium exit signs are radioactive and mandated by the Nuclear Regulatory Agency to be routed to a licensed recycle/disposal facility when they expire.

- Longer Lifespan – High quality Photoluminescent Exit Signs are rated for a minimum 25-year life span. This is considerably longer than most LED and Tritium exit signs. LED exit sign batteries must be replaced every 3-4 years and their light bars are nominally rated for 50,000 – 70,000 hours (6-8 years). Tritium exit signs are rated for 10, 15 and 20 years but few signs over 10 years are used due to their high cost.

- Less Maintenance – Photoluminescent Exit Signs require far less maintenance attention than LED exit signs. Most building codes require that LED exit signs and their backup power supplies be tested monthly and annually – a manpower intensive activity periodically requiring change-out of parts. Photoluminescent Exit Signs have no parts to replace and maintenance consists

		of dusting and verifying proper operation of nearby charging lights.	
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our PuraShield line offers third party testing against VOC's in the air, and has third party lab testing. More information can be found at the following website: https://www.fmd.uga.edu/_resources/documents/TechnicalReportAntimicrobialEfficacyOfPuraShield500.pdf	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We are a distributor for Sterile Aire UVC products, which is approved by The Department of Homeland Security and EPA.</p> <p>For our UVC offerings we sell the product and we provide the installation, which is unique. Many UVC providers only sell the product.</p> <p>We perform our own work, and do not subcontract work.</p> <p>We carry Environmental Insurance that DOES NOT have an exclusion for COVID-19.</p> <p>We carry Cyber Insurance to protect your members</p> <p>Our company holds ANSI/ISO Certifications.</p> <p>In our industry most companies that provide our services are regional or if they are national, they subcontract the majority of the services. With LSS Sourcewell will have a national service provider that self-performs all the services with its own employees.</p> <p>LSS has invested heavily in proprietary software, LSS Site Surveyor®, which is specifically designed for our service offering. This software will provide Sourcewell Members with post project reports that are industry best, and are known and respected by authorities having jurisdiction (e.g., insurance companies, fire marshals). This service is included in all of the prices to Sourcewell Members and is a value-add provided by LSS.</p> <p>We also provide our customers with the benefit of project managers that have worked in virtually all types of commercial buildings; hospitals, high-rise buildings, casinos, manufacturing plants, hotels, vessels, laboratories and schools. Additionally, our staff has completed OSHA safety training, manufacturer training, hold multiple industry-specific certifications and undergo strict drug screening and background checks.</p>	*

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Describe any performance standards or guarantees that apply to your services	One year warranty for labor for any repairs and installations, and for parts we pass on the manufacturer's warranty, which depending on the manufacturer, can vary from 3 years – to lifetime warranty.	*
45	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>We use a Customer Satisfaction Score (CSAT) based off of post project surveys we send out from SurveyMonkey that have 5 questions which we combine to give to derive a CSAT. The customer survey overall addresses our technician's performance, sales rep's performance, our technical abilities, professionalism, and quality of reporting, that all forms the CSAT.</p> <p>We have a simple Net Promoter Score as well, that are marketing platform, HubSpot sends out a one question "Would you recommend LSS Holdings?" on a Likert scale of 1 – 10, and that breaks down to detractors, passives, and promoters.</p> <p>A lot of our work is based on codes that have a frequency of inspection (e.g., every 1, 3, 4 years etc.) So, we measure our renewal rate as a measure of customer retention.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
46	Describe your payment terms and accepted payment methods?	Progress invoices will be issued monthly, with the balance due Net-30 days from date thereof. Past due invoices will accrue interest at a rate of 18% per annum.
47	Describe any leasing or financing options available for use by educational or governmental entities.	<p>LSS Extended Payment Program allows our clients the ability to extend payments over a period of 3 – 6 months, based on the amount and type of project. This program is designed to allow our clients the flexibility to proceed larger projects within their Maintenance Budgets, that otherwise would have been prohibitive due to monthly Maintenance Budget constraints.</p> <p>We are partnering with Fidelity Capital to offer our clients a Financing Program. * Fidelity Capital for over a decade has provided financing solutions to companies ranging from start-up medical practices to high-growth tech & biotech firms, and Fortune 500 Companies. The Financing Program is designed for large Capital Projects where other means of funding are not available. The Financing Program allows clients to make payments monthly over a period of 12 months to 60 months, based on the amount and type of project.</p>
48	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Once an order is received, an internal project work order (PWO) is generated by the sales representative that sold the job and is sent to the "scheduling" email account that is distributed to multiple departments (customer service, operations, accounting). The PWO has all job information, including job type, size, location, all purchase order information, billing information, contacts, special requirements, etc.</p> <p>All Sourcewell jobs will be "tagged" on the PWO as Sourcewell so when entered in the system they have separate general ledger codes to allow for separate tracking by accounting.</p> <p>Upon receipt of the PWO, the CSR enters the PWO into the work flow system, which in turn enters the job into the accounting system, and scheduling system.</p> <p>The CSR schedules the project with the client and upon confirmation of a date, a service technician is dispatched.</p> <p>Upon completion of the project, accounting will invoice the project by the job number that was generated by the PWO. The job number will indicate that it is an Sourcewell job, based on the PWO being coded as Sourcewell.</p> <p>Quarterly accounting will be able to generate a sales report for only Sourcewell projects, based on the separate general ledger code established for all Sourcewell jobs.</p>
49	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	A sample of our standard proposal with corresponding terms and conditions is attached.
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We are not setup for P-card processing, but we accept Visa, MasterCard, and American Express at no additional charge.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	10% Discount on all services (labor) and Parts to all Sourcwell Members off what is offered to our regular clients. Deeper discounts could be available to Sourcwell members with very large volume, this is the access pricing for any Sourcwell Member, with even the smallest size facility. Pricing Grid is attached with part numbers where applicable.
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	10% discount off labor and material
53	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts for larger quantities off access pricing in the contract.
54	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any equipment rental that may be needed, such as lifts or scaffolding, shipping of material, or any other service not listed above will be charged at cost + 20%.
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or administrative charges. Identify any parties that impose such costs and their relationship to the Proposer.	None
56	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping, when applicable, is excluded. Shipping will be charged as follows: - FOB Destination - Items will be shipped Ground - with standard delivery, unless requested otherwise by client; - Actual cost of shipping + 5% will be added to the final invoice
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska and Hawaii same as answer in #56. Canada would be dealt with our broker for international shipping, which is UPS. All other terms in #56 would apply, and the Brokerage fee from UPS would be charged to the client + 5%.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered is consistent with our pricing to other GPOs and cooperative procurement organizations.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Each job sold by the company has associated with it a project work order (PWO). Upon receipt of a PWO, the accounting staff cross-references the customer with all GPOs (including Sourcwell) that LSS is under contract with, to ensure that the sales representative provided the correct price. If the sales representative did not provide the correct price their sales manager is contacted and the sales representative is told they have to go back to the customer to adjust the price accordingly. All LSS GPOs have their own unique general ledger code and unique job number to allow for proper tracking, thus allowing for the proper administrative fee to be paid quarterly.
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Metrics will change over the course of the contract. Year one will be based on number of contacts we have made with Sourcwell Member's purchasing contacts and made them aware of LSS' new contract. That will be the number one gauge of our success in year one will be our outreach to get the contract in the hands of the decision makers and educated them on our contract and what we do. We would want to contact 75%. We would obviously want to achieve a target sales number; each sales representative would be assigned an Sourcwell sales quota. After year one of the contract the metric will be 100% based on sales volume. Each sales rep will have a SLED quota to meet, and our success our VP of Sales will be bonused on hitting a Sourcwell goal. Our company is a firm believer if driving behavior with monetary compensation.
62	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1.5%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>LSS offers passive fire protection inspection and repair services to meet the National Fire Protection Association (NFPA) Codes and Standards, as well as the International Building Code (IBC) and International Fire Code (IFC) standards required for commercial buildings nationwide. Passive Fire Protection is a division of fire protection that "contains fire from spreading." LSS also offers commercial/industrial cleaning solutions, full line of UVC Lighting Solutions to kill viruses, bacteria, and fungi, provides E-Learning Courses for safety certifications, provides mobile inspection apps to help facilities maintain compliance, and all services are offered to facilities throughout the United States.</p> <p>Services offered in this proposal include: Fire and Smoke Damper Inspections; Fire and Smoke Damper Repair; Fire and Smoke Door Inspection; Fire and Smoke Door Repair; Fire and Smoke Door and Frame Re-Certification and Labeling; Fire Rated Barrier Surveys; Overhead Door Inspection; Overhead Door Repair; Above Ceiling Survey and Inspection; Firestop Installation; Fireproofing Installation; Commercial Duct Cleaning; Air Handler Cleaning; Ceiling Tile Cleaning/Restoration; UVC / UVGI Lighting for HVAC Systems; Upper Air UVC Lighting; Portable UVC Units; Hand-Held UVC Units; HEPA Filtered Air Scrubbers; Fire Door Parts and Components Photoluminescent Egress Markings and Exit Signage; Rafter and Ceiling Cleaning; Combustible Dust Remediation/Cleaning; Dry Ice Blast Cleaning; HVAC Cleanliness Inspections; Fire and Life Safety Consulting; E-Learning Courses / Curriculum and Certifications with focus on Safety Training; and iOS and Android Device Mobile Building Inspection Apps for Building Compliance Inspection</p>
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Facility Maintenance UVC Lighting Fire Protection Cleaning Indoor Air Quality Construction

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
65	Janitorial, custodial, housekeeping, cleaning, and sanitizing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, offered
66	Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
67	Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
68	Management, administration, labor, personnel, tools, equipment, supplies, and technology related to or incidental to offering solutions described in Line Numbers 65 - 67 in Table 14B	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, offered

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	Describe your staffing recruitment, selection, and retention capabilities for participating entities at various stages of facilities maintenance or management services outsourcing (initial implementation, provider transition, hybrid service model, etc.)	Our largest segment of our workforce is our service technicians. Our HR Department utilizes many strategies to recruit the number of service technicians to meet demand. Some of the strategies include, standard online job postings (e.g., Indeed), and job postings on social media platforms, we participate in job fairs nationally, we work with many community organizations nationwide as well, such as The Urban League and many Churches throughout the country. Probably our most successful program is our employee referral program where employees receive a \$500 bonus for referring a friend, that is in large part how we have staffed our service team. For retention strategies, we perform an annual employee survey to determine holes we have companywide to determine areas of improvement to improve retention. We have found providing more employee continuing educational opportunities has improved retention, as well as providing a flexible work environment to all employees to meet family demands.
70	Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).	We will provide industry standard statements of work, if the member does not have a statement of work available. Our sales and operations team will work with the member's POC to develop a specific SOW based on onsite conditions. For example, with a UVC install in HVAC Systems, we will determine the proper installation that will limit cost, but provide maximum indoor air quality protection for the member's facility, and also address all safety measures for our staff during installation, and the member's staff post installation.
71	Describe technology and software applications used for recordkeeping and reporting, and identify the ability to integrate with participating entity technology or software applications, as applicable.	We have developed our own mobile inspection app to perform inspections. We also utilize GoCanvas, which is an application that allows for custom forms to be built on iPhones for our service technicians, such as timecards, and time and material recordkeeping. We have our own software developers and business analyst on staff who could work with Sourcewell Members to great APIs / Plugins if there is a need to integrate with a member's software.
72	Describe any procedures related to supplier-provided equipment, products, and supplies, and the ability to meet participating entity requirements (cost, inventory, sustainability, etc.).	Our contract would be for services and installation. We will provide product submittals when applicable, and O&M Manuals post project to allow members to ensure products installed meet sustainability goals.
73	Describe any procedures related to participating entity-provided or supplier-acquired equipment, products, and supplies.	N/A

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - LSS Pricing Grid.xlsx - Thursday June 24, 2021 15:08:15
- [Financial Strength and Stability](#) - LSS Financial Strength and Stability - 2018-2020 Financials.pdf - Thursday June 24, 2021 15:15:34
- [Marketing Plan/Samples](#) - LSS Marketing Plan and Samples - Sell Sheets.pdf - Thursday June 24, 2021 15:10:06
- WMBE/MBE/SBE or Related Certificates (optional)
- [Performance Standards or Guarantee Information](#) - LSS Performance Standards - Customer Survey.pdf - Thursday June 24, 2021 15:10:24
- [Standard Transaction Document Samples](#) - LSS Standard Transaction Document Sample.pdf - Thursday June 24, 2021 15:10:45
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - R. Craig Rutledge, President / Member, LSS Holdings, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Facilities Maintenance Services_RFP_062421 Thu June 17 2021 05:05 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Facilities Maintenance Services_RFP_062421 Wed June 9 2021 04:23 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Facilities Maintenance Services_RFP_062421 Wed June 2 2021 08:48 AM	<input checked="" type="checkbox"/>	1