



MASTER AGREEMENT #031125
CATEGORY: Facilities Maintenance Services
SUPPLIER: LSS Holdings, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 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 local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 19, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #031125 to Participating Entities. In Scope solutions include:
- a) Janitorial, custodial, housekeeping, cleaning, and sanitizing services;
- b) Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services;
- c) Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities); and,
- d) Complementary services as long as one or a combination of the offerings listed above in a. – c. is included.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

- xi) **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 Agreement 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.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.
- xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

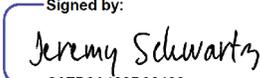
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

LSS Holdings, LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/19/2025 | 12:40 PM CDT

DocuSigned by:

 71A10A2360924D3...
 By: _____
 R. Craig Rutledge
 Title: President
 Date: 5/19/2025 | 10:33 AM PDT

RFP 031125 - 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: compliance@lifesafetyservices.com

Phone: 888-675-4519 358

Fax: 502-964-1337

HST#: 46-1211177

Submission Details

Created On: Thursday February 20, 2025 13:38:37

Submitted On: Tuesday March 11, 2025 16:22:40

Submitted By: Ash Braunecker

Email: compliance@lifesafetyservices.com

Transaction #: a2ed93fe-d0c3-494c-80fd-1fcbcaf7b319

Submitter's IP Address: 147.243.245.52

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell 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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	LSS Holdings, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The following subsidiaries will perform/deliver the Solutions under the master agreement signed by LSS Holdings, LLC: Life Safety Services, LLC (DBA: LSS Life Safety Services) and Hughes Environmental, Inc
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7CYJ5 (LSS Holdings, LLC); 30MG1 (Life Safety Services, LLC); 37NU4 (Hughes Environmental, Inc)
5	Provide your NAICS code applicable to Solutions proposed.	236210 236220 238210 238220 238290 238310 238390 238990 423710 423990 541350 541380 541618 541690 541990 561210 561621 561720 561790 562112 562910 811310
6	Proposer Physical Address:	908 S 8th St, Ste 500, Louisville, KY 40203
7	Proposer website address (or addresses):	https://www.lsshholdings.com https://www.lifesafetyservices.com https://hughesenv.com
8	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):	R. Craig Rutledge, President / Member – 908 S 8th St, Ste 500, Louisville, KY 40203 – crutledge@LifeSafetyServices.com – 502.836.2875
9	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 – 502.836.2875
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Ash Braunecker, Manager of Corporate Compliance – 908 S 8th St, Ste 500, Louisville, KY 40203 – compliance@LifeSafetyServices.com – 502.751.4558

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>LSS Holdings, LLC ("LSS") is the parent company of Life Safety Services and Hughes Environmental. Under the LSS umbrella, we offer a comprehensive line of services to ensure 360-degree facility safety. Since our inception twenty-one (21) years ago, we've brought that same dedication to safety to over 60,000 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 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 – including fire and smoke damper inspection/repair, swinging fire door inspection / repair and installation, overhead fire door inspection / repair and installation, firestop installation, and life safety consulting. Additionally, our Hughes' division offers a wide breadth of Indoor Air Quality and Industrial Cleaning services. These services include, but are not limited to, UVC Lighting products and installation, Disinfection for viruses, fungi, and bacteria, commercial HVAC Systems Cleaning, High Surface Cleaning, mold remediation from HVAC Systems, and more. All of our fire safety and Indoor Air Quality services are available to SLED clients nationwide.</p> <p>LSS's Core Purpose is to deliver solutions that provide our customers peace of mind, and a safer environment for the building's occupants. 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.
12	What are your company's expectations in the event of an award?	<p>This would be the company's second award of the contract, and we are just now getting our feet under us and gaining traction. We have a dedicated Sourcwell account manager, and since the Fourth Quarter of last year have received purchase orders of over \$300,000 and have an "Open PO" from the University of Tennessee in the amount of \$500,000 for duct cleaning, that expires at the end of this current contract, and the plan is to extend into the next contract if awarded for a second time.</p> <p>With our experience having the contract for one cycle, we plan to build off the success of the last 4 – 6 months. Duct Cleaning has been our most successful offering, but our largest projects are typically fire door repair projects and firestopping installations projects that for one client are in the millions, especially for a SLED Client. If we can get the assistance to push these services particularly to the SLED markets, as they are required by the building code, there is no reason that our sales should not be in the millions each year. We have to get some assistance from the Sourcwell sales team, to get us into the sourcing departments of our SLED clients. We have had many large projects with Sourcwell members, working with the facilities department, but strikeout with the sourcing side, and if we can partner more with the Sourcwell Team, these are significant projects, six, seven, and even eight figure projects. We need help preventing these from going out to bid. We are very confident we have an offering that is needed, as again it is a regulatory requirement, we have virtually no competition that has a national footprint, we just need to avoid the RFP process. To be frank we were very disappointed with our sales for our first contract years, as I'm sure Sourcwell was as well, as we feel the SLED market should be are largest vertical. In our view this contract should be \$10mm - \$20mm, per year, if not more. We just were awarded (via RFP) a \$1mm/annual fire door inspection project, that has two option years, at a University in California, and that doesn't include all the repairs. There are countless jobs like that we should be winning with Sourcwell.</p>
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>2024 internal financials attached; the CPA Review is in process. Additionally, we are providing bonding information and banking letters to the bonding company to buttress our financial strength.</p>

14	What is your US market share for the Solutions that you are proposing?	<p>Fire and Smoke Dampers: 50% Fire and Smoke Doors: 25% Overhead Fire Doors: 5% Firestopping: 10% (Services, not new construction) Commercial Duct Cleaning: 15% Combustible Dust Cleaning: 50% UVC on Coils: 5%</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	LSS currently does not perform work in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A – no current or completed bankruptcy proceedings to disclose.	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>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>	<p>(b) LSS is best described as a service provider, though we also distribute UVC products alongside our UVC service offerings.</p> <p>As of March 1, 2025 LSS employs a team of 25 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., Sourcwell 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 field services repetitive (FSR) who will schedule the job and coordinate travel, and the local Operations Field Manager will manage day-to-day operations of the project when it commences. LSS's service technicians (all employees of LSS) will be deployed to the project to complete the work as outlined in the RFP.</p>	*
18	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; • Hilti Firestop Manufacturer Certified Contractor; • STI Firestop Manufacturer Level 1 Firestop Contractor; • ANSI 17024 Certified Fire Damper Inspectors (as mandated by some jurisdictions around the country to inspect dampers); • 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 	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A – no current or past debarments or suspensions to disclose.	*

20	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, 2020, 2021</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, 2020, 2021, and 2022</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, 2021, 2022, 2023, 2024, and 2025</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	35%	*
22	What percentage of your sales are to the education sector in the past three years?	20%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Sourcwell (first established the latter half of 2021) – Average annual sales volume for past 3 years is \$238,755/year. (NOTE: In September 2024, under LSS's current Sourcwell contract, University of TN issued a yearlong blanket purchase order of \$500,000, but since they typically utilize LSS's services during their summer break, the majority of the \$500,000 is expected to be spent over the summer months of 2025.)</p> <p>OMNIA (first established 2 years ago) – Average annual sales volume for past 2 years is \$201,430/year.</p> <p>CMAS (new / just established)</p>	*
24	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>2024: \$44,153</p> <p>2023: \$5,292</p> <p>2022: \$25,140</p>	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell 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 3: Ability to Sell and Deliver Solutions (150 Points)

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 *
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26	Sales force.	<p>LSS has its own sales force throughout the United States. Currently there are 25 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), (e.g. Portland Rep covers WA, OR, and AK), etc. The sales representatives are supervised by two regional sales managers (east and west), who report up to the VP, of Sales and Marketing.</p> <p>Current Locations: Portland, OR Reno, NV Los Angeles, CA Las Vegas, NV Denver, CO Dallas, TX Atlanta, GA Orlando, FL Charlotte, NC Nashville, TN Louisville, KY Cincinnati, OH Detroit, MI Milwaukee, WI New York, NY Philadelphia, PA New Haven, CT</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<ul style="list-style-type: none"> • Dampers – Ruskin, Belimo, Honeywell, Siemens • Doors – ASSA Abloy (and all of their Brands), Allegion (and all of their brands), NGP, Pemkoe • Overhead Doors - Cornell / Cooksen (and all of their brands) • Firestop – Hilti, STI, 3M, Tremco • Microbicides / Disinfectants – BBJ, EvironGreen, Fosters, Clorox, Microband • UVC – DiversiTech • HEPA Vacuums and HEPA Negative Air Machines - Nikro

<p>28</p>	<p>Service force.</p>	<p>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 Sales Force question above for more details.</p> <p>There are five (5) service regions throughout the country that are led by our Regional Operations Managers that manages (Northeast based in New York City, South Based in Orlando, Midwest Based in Louisville, Southwest based in Dallas, and West based in Las Vegas). LSS employs approximately 275 service technicians (as of March 1, 2025) 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 Dallas 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.</p> <ul style="list-style-type: none"> • Spokane, WA • Oakland, CA • Bakersfield, CA • Los Angeles, CA • Las Vegas, NV • Phoenix, AZ • Denver, CO • Dallas, TX • Houston, TX • Atlanta, GA • Nashville, TN • Springfield, IL • Chicago, IL • Brooklyn, NY • Bristol, CT • Louisville, KY • Cincinnati, OH • Columbus, OH • Charlotte, NC • Baltimore, MD • Poughkeepsie, NY • Oxford, MS • Jacksonville, FL • Orlando, FL • Miami, FL • Wilkes Barre, PA • Jacksonville, FL • Tampa, FL • Miami, FL
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Once an order is received, an internal project work order (PWO) is generated by the sales representative in our CRM, HubSpot, which is automatically routed to the scheduling department and operations to set up the job and prepare for scheduling. 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 Field Service Manager (FSFR) contacts the client with dates and times to schedule the project, and assigns the appropriate technician(s).</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>

30	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.	<p>Our Director of Operations manages a team of Field Service Representatives (FSR) who are all assigned geographic regions of the country.</p> <p>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 back to the Director of Operations over the specific service line in question for the project (e.g. dampers, doors, firestop, duct cleaning) for resolution by the next business day. If a customer is not pleased with alternative resolution, then the issue is escalated to the VP, of Operations for a resolution within next business day.</p> <p>Client Satisfaction Surveys are sent after all projects. The surveys touch on the sales team, the FSR 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.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	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, that will obviously be the same for the Sourcwell membership.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	LSS currently does not perform work in the Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We would not service any areas in Canada through the proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	No restrictions	*
35	Define any specific 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 as outlined in the attached pricing.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The attached marketing plan outlines a two-pronged approach to promote Facilities Maintenance Services under the Sourcwell RFP. It consists of (1) customer-facing marketing strategies to generate demand and (2) a structured sales and staff training program to equip our team with the knowledge and tools to close deals effectively. Please see attached marketing plan for the detailed overview.</p> <p>LSS assigned a dedicated Sourcwell Account Manager, Samantha Gwynn, in September 2025, which is new to our Sourcwell sales strategy, and we believe will help grow the sales. Ms. Gwynn will work with our sales representatives nationally to sell to the SLED market.</p> <p>LSS utilizes a wide-range of marketing tactics that will be employed to promote the Sourcwell contract, including, but not limited to:</p> <ul style="list-style-type: none"> • Direct mail • Internet marketing (SEO, PPC, retargeting) • A dedicated Sourcwell landing page on our website • Email campaigns • Blog posts • Marketing collateral (i.e., sell sheets) for Sales Team • Social selling • Tradeshows 	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>LSS leverages advanced digital tools, relevant social media platforms, and data analytics to enhance both customer engagement and sales effectiveness. Our website analytics tools, like Google Analytics, monitor traffic, user behavior, and conversion rates on our dedicated Facilities Maintenance Services landing page. SEO optimization with metadata and targeted keywords such as "government facility solutions/services" ensures better search engine visibility.</p> <p>LSS employees 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>	*

39	<p>In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?</p>	<p>Our sales team training program includes comprehensive education on Sourcwell's cooperative purchasing model, enabling our team to clearly communicate its benefits to prospective clients. Through our CRM system, we capture and track leads generated from Sourcwell inquiries, automating follow-ups and nurturing relationships with procurement officers and facility managers.</p> <p>Using targeted email campaigns via platforms like Mailchimp, we highlight the advantages of purchasing through Sourcwell, including simplified procurement and competitive pricing. Additionally, our presentation decks and proposal templates are tailored to emphasize compliance with Sourcwell requirements, ensuring a seamless purchasing experience.</p> <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 Dedicated Sourcwell Account Manager will work with our national sales force to grow Sourcwell sales. The dedicated account manager will work closely with the Sourcwell sales force to grow relationships with Sourcwell members that utilize the contract the most to specifically target those clients.</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>
40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>For our GSA contract: GSA eBuy</p> <p>While our solutions are otherwise not currently available through an e-procurement ordering process, we offer streamlined alternatives to ensure a seamless customer experience. Our website landing page features user-friendly form fills that allow Participating Entities to submit service inquiries and request quotes. These submissions are automatically ingested into our CRM platform, where they are categorized, tracked, and assigned to the appropriate sales representatives for follow-up.</p> <p>Through automated workflows, our CRM nurtures these leads with personalized email campaigns and timely follow-ups, ensuring consistent engagement. Additionally, our sales team uses real-time dashboards to monitor form submissions and track the progress of each lead, enabling quick and informed responses.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	<p>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>	<p>Post projects, all clients are left with a cloud-based report with before and after pictures of the work performed, along with report results, and depending on the service interactive drawings that have "pins" that allows the client the click on the location of the work performed by LSS, to see details of work performed, and pictures. These reports provide important value, especially to insurance carriers, and fire marshals, as our work is mandated by building codes.</p> <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>

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>LSS 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 Sourcewell 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 Sourcewell members to perform safety inspections in their facilities.</p> <p>LSS 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>All LSS reporting software is cloud based, and interactive This software is specifically designed for the passive fire protection industry and provides reports for compliance with NFPA and gives Sourcewell 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 Sourcewell 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>Blast Cleaning – this technology employs dry ice, crushed glass, and other medias as the cleaning medium; with our blasting machines being able to utilizes multiple medias, we can select the right media for the asset being cleaned, and the contaminant that is being remediated.</p>
<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>LSS has 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 (with a fleet of 150 vehicles) ; • Purchase of supplies locally versus shipping to save on fossil fuel use; • Utilize “green” chemicals in our industrial cleaning process that are EPA Registered, and devoid of harsh chemicals; products such as Simple Green. Additionally, when possible, our cleaning relies on “source removal” only when possible. Source removal, utilizes high powered HEPA Vacuums, that remove the contaminant without the use of chemicals, or the use of natural cleaning sources, such as our blasting medias (e.g. dry ice, sand, crushed glass, corn cobs) or hydro blasting is used v. the use of chemicals as a protection to the environment. <p>LSS takes pride in its comprehensive reporting ability, but for large projects, this can mean thousands of paper pages. That’s why LSS Cloud-Based Reporting platform 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> <p>LSS, under its subsidiary Hughes Environmental (“Hughes”), provides HEPA Air Scrubbers to filter the air and provide adequate air exchanges to meet ASHRAE Guidelines and CDC Guidelines (post COVID-19).</p> <p>Hughes also offers a wide array of UVC products that filter the air of fungi, bacteria, and Volatile Organic Compounds (VOCs). Hughes also performs Commercial HVAC Systems Cleaning which offers many “green” benefits:</p> <ul style="list-style-type: none"> • 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. <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</p>

by offering 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.

		<ul style="list-style-type: none"> • 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.
44	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>LSS's 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</p>
45	<p>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>	<p>LSS has a national footprint. While we realize SLED members do not have facilities nationwide, with some exceptions (e.g. Salvation Army), this gives Sourcewell the opportunity to sign on a vendor that can perform large scale projects, where our competitors are local or regional within a state. This also allows us larger buying power on products, and a staff comprised of more subject matter experts for your members to lean on, in an industry, such as fire protection and indoor air quality, where the topics can be complicated.</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, this provides a labor warranty that can be backed up, along with the product warranty.</p> <p>We carry Cyber Insurance to protect your members, and as a Department of Defense ("DoD") Contractor, in order to receive blueprints, and other information from DoD we have had to meet a higher standard of Cyber Protection to receive information, to be approved to receive data, and document proof to the DoD. Those Cyber safeguards will be afforded to Sourcewell Members.</p> <p>Our company holds ANSI/ISO Certifications, and Factory Mutual (FM) Certifications, both of which require a quality control manual, and frequent audits by the independent agencies to ensure we are following our quality control procedures.</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> <p>In-House Certified OSHA Trainer and Safety Manager, Certified Indoor Environmentalist, Certified Mold Remediators, Certified Air Systems Cleaning Specialist, Certified Fire Door Inspectors, FM-4991 Certified Firestop Contractor, ANSI 17024 Certified Fire Damper Inspectors (MANDATORY IN MULTIPLE JURISDICTIONS IN THE UNITED STATES, AND PENDING LEGISLATION IN SEVERAL OTHER JURISDICTIONS WILL MAKE IT MANDATORY SOON).</p>
46	<p>What processes and technologies do you employ to monitor and manage access control, surveillance, and incident response in public agency facilities, and how do you adapt these measures to meet evolving security threats?</p>	<p>(1) All employees must past a background check and drug test prior to being hired; (2) All vehicles are armed with Telematics, which aside from measuring speed, and safe driving practices, provides real time GPS, so at all times we will know where are vehicles (and technicians) are located, (3) All technicians have iPhones, and reporting of work is done in an app that time and date stamps the work performed, so if questions arise as to where a technician was in a facility, metadata will be available to know where the technician was, in the event of a incident at a facility; (4) Employees wear logo'd shirts and hats, and have company issued badges with their pictures (if not provided a badge by the client); (5) Our HR Department has dedicated area to work with client specific badging and background checks; (6) Pre-Job checklist is sent to clients regarding access to secure areas, use of master key, or if escorts are needed at all times, working hours, etc. This helps alleviate many security issues prior to arrival.</p>

47	Demonstrate how you ensure the security of public agency facilities, including compliance with government regulations, and safeguarding sensitive information	(1) Background and drug test performed on all employees prior to hire; (2) Verify with the client prior to mobilization to the project, if there are security / secure areas that our team cannot enter without an escort, and arrange for an escort to perform work; (3) Compliance and HR provides ethics, HIPPA, and Data Privacy Training to employees annually (along with Sexual Harassment and Defensive Driving) is provided through our Learning Management System (LMS).
48	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.)	<p>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, ZipRecruiter), and job postings on social media platforms, we participate in job fairs nationally, work with ministries nationally, and many other 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 \$650 bonus for referring a friend, that is in large part how we have staffed our service team.</p> <p>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.</p> <p>Frequent one-on-ones with direct supervisors have increased retention in the past couple of years.</p>
49	Demonstrate 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. The industry standard statement of work will be tweaked to meet the specific needs of the client, whether is dealing with local guidelines, building specifications, or other factors that will impact the work. 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. Another example is fire door installation; more than any type of building K12 and Higher Education has a high degree of damage to door hardware due to the cycles on the doors, and the "beating" the doors take. Working with our subject matter experts on fire doors, we would want to put together the best door hardware schedule to meet the client's needs, so they're not re-purchasing door hardware in 1 – 3 years.
50	Demonstrate 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.
51	Demonstrate how you ensure the qualifications, training, and certifications of your staff meet the requirements for maintaining public agency facilities and how you plan to maintain these items.	As a national service provider, that requires discussion with each individual client. The certifications we hold are all from national organizations, and our experience has been that they meet the requirement on a local / state level, or are equivalent to what the local authority having jurisdiction is requiring. This has not been an issue for our work, given the nature of the certifications we hold.
52	Describe your emergency response protocols and processes for handling urgent or unexpected maintenance issues. What is your typical response time, and how do you ensure minimal disruption to operations.	Of the services we offer, very few lend themselves to emergency response work. For example, duct cleaning, if an emergency, we can mobilize in a day or two, same with a swinging fire door, or firestopping. The only service we offer that can lead to true emergency response (ER) work is overhead door inspection and repairs. In that service, if an overhead door were to fall, it could completely block movement in a building, prevent trucks from loading and unloading, and multiple other issues. For that service, we have built a network of subcontractors nationwide that have signed an agreement for 24/7 service with a four (4) hour response time.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
53	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	LSS is a HUBZone-certified small business via the Small Business Administration. Additionally, its subsidiaries qualify as Small Business Enterprises per the SBA's NAICS size standards. Attached are LSS's HUBZone certification letter and FAR certifications via SAM.gov for LSS, Life Safety Services, and Hughes Environmental. SAM.gov registrations are regularly maintained and renewed annually.
54		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
58		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
59		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	LSS is a HUBZone-certified small business via the Small Business Administration. Additionally, its subsidiaries qualify as Small Business Enterprises per the SBA's NAICS size standards. Attached are LSS's HUBZone certification letter and FAR certifications via SAM.gov for LSS, Life Safety Services, and Hughes Environmental. SAM.gov registrations are regularly maintained and renewed annually.
60		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
61		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
62	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. LSS accepts check, ACH deposit, and credit cards (3% process fee on credit cards)
63	Describe any leasing or financing options available for use by educational or governmental entities.	LSS's 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.

64	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A sample of our standard proposal(s) with corresponding terms and conditions is attached.	*
65	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?	Yes, with a 3% fee.	*
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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 Sourcewell Members off what is offered to our regular clients. Deeper discounts could be available to Sourcewell members with very large volume, this is the access pricing for any Sourcewell Member, with even the smallest size facility. Pricing Grid is attached with part numbers where applicable.	*
67	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	*
68	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. Quantity discounts, will be based on the service, and what discounts we in turn can negotiate with our suppliers. For labor, we offer a program called WorkCite, where a client commits to 2,080 hours (1 full work year) of work to an LSS employee, and we in turn offer a significant labor discount (the discount off Sourcewell price will vary depending on geography). This program is best geared toward Higher Education than any other vertical we service – with all of the buildings and the nonstop work, this is an outstanding opportunity for Sourcewell members to receive much deeper discounts than already provided in the contract pricing.	*
69	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. 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%.	*
70	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 pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For labor, if the job is Prevailing Wage, then labor rates need to be adjusted. Given that prevailing wage varies by jurisdiction, a formula is provided in the contract to adjust wages. This is the same formula that was provided in our current contract. In many jurisdictions around the country the prevailing wage is less than our technicians make, and is a non-factor. It is typically the far northeast, California, and Northwest where this could come into play.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<ul style="list-style-type: none"> • 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 	*
72	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 #71. LSS currently does not service Canada.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	This is not applicable to LSS's service offerings.	*
74	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>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 cooperatives and GPOs that we are a member (including Sourcewell) that LSS is under contract with, to ensure that the sales representative provided the correct price, and member ID. 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.</p> <p>All LSS cooperatives and 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.</p>	*

75	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<ul style="list-style-type: none"> • Proposals Sent; • Average Dollar Amount of the Proposal to Sourcewell Members; • Win/Loss Ratio; • Average time to close for Sourcewell projects; • Average size of jobs won and lost; • Total Sales for the Month; • Total Sales for the Quarter; • Total Sales for the Year; • MoM, QoQ, and YoY, growth in proposals, closed/won, average sale amount, and total sales • 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. • 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. • 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. 	*
76	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	1.5%	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered is consistent with LSS's pricing for other GPOs and cooperative procurement organizations, and it is approximately 25% - 35% less (depending on geography) than list retail price.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
78	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the 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.”</p> <ul style="list-style-type: none"> • Life Safety Drawing Preparation; • Evacuation Drawings; • Blast Cleaning; • High Surface Cleaning; • Mold Remediation from HVAC Systems Cleaning; • Graffiti Removal; • Wall and Ceiling Cleaning; • LSS also offers commercial/industrial cleaning solutions, full line of UVC Lighting Solutions to kill viruses, bacteria, and fungi, and all services are offered to facilities throughout the United States. Services offered in this proposal include: • Fire and Smoke Damper Inspections; • Fire and Smoke Damper Repair; • Fire and Smoke Damper Installation; • Fire and Smoke Door Inspection; • Fire and Smoke Door Repair; • Fire and Smoke Door Installation; • Fire and Smoke Door and Frame Re-Certification and Labeling; • Fire Rated Barrier Surveys; • Overhead Door Inspection; • Overhead Door Repair; • Overhead Door Installation • Above Ceiling Survey and Inspection; • Firestop Installation; • Fireproofing Installation; • Commercial Duct Cleaning; • P-TAC / Unit Ventilator 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; • Overhead Door Parts and Components; • Photoluminescent Egress Markings and Exit Signage; • Rafter and Ceiling Cleaning; • Combustible Dust Remediation/Cleaning; • HVAC Cleanliness Inspections; • Fire and Life Safety Consulting
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Facility Maintenance UVC Lighting Fire Protection Building Code Compliance Consulting Cleaning Indoor Air Quality Construction</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
80	Janitorial, custodial, housekeeping, cleaning and sanitizing services	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is offered. *
81	Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services	<input type="radio"/> Yes <input checked="" type="radio"/> No	This is not offered (i.e., N/A). *
82	Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Building Components Managed: All Fire Rated Assemblies (Doors, Swinging and Rolling), including the annual inspection, maintenance, and repair as required by code; Fire / Smoke Dampers inspection, maintenance and repair as required by code; Fire Rated Barriers or Fire Walls inspection and maintenance with firestopping, as required by code; update fire and life safety drawings as required by code. *
83	Complementary services as long as one or a combination of the offerings listed above in a. – c. is included.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cleaning and Sanitizing Services; HVAC Cleaning, Encapsulating, and Sanitizing; UVC to clean and kill viruses, bacteria and fungi; Management and maintenance of all passive fire protection components (swinging fire doors, overhead fire doors, elevator curtains, fire and smoke dampers, fire rated barriers, etc.); essentially all items required by NFPA 80, 90A, 105, and NFPA 101, and in turn in the International Fire Code and International Building Code that must be inspected, and maintained. LSS can manage that for Sourcewell members. *

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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 Price List RFP 031125.xlsx - Tuesday March 11, 2025 15:23:36
- [Financial Strength and Stability](#) - Financial.zip - Tuesday March 11, 2025 15:26:53
- [Marketing Plan/Samples](#) - Marketing.zip - Tuesday March 11, 2025 15:27:35
- [WMBE/MBE/SBE or Related Certificates](#) - SBE Certifications.zip - Tuesday March 11, 2025 15:28:00
- [Standard Transaction Document Samples](#) - LSS Sample Proposal-Transaction Doc.pdf - Tuesday March 11, 2025 16:18:42
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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 obligations contemplated in the solicitation proposal.

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 10 Facilities Maintenance Services RFP 031125 Tue March 4 2025 08:21 AM	<input checked="" type="checkbox"/>	1
Addendum 9 Facilities Maintenance Services RFP 031125 Tue February 25 2025 01:24 PM	<input checked="" type="checkbox"/>	1
Addendum 8 Facilities Maintenance Services RFP 031125 Mon February 24 2025 11:36 AM	<input checked="" type="checkbox"/>	1
Addendum 7 Facilities Maintenance Services RFP 031125 Fri February 21 2025 07:18 AM	<input checked="" type="checkbox"/>	2
Addendum 6 Facilities Maintenance Services RFP 031125 Fri February 14 2025 02:59 PM	<input checked="" type="checkbox"/>	2
Addendum 5 Facilities Maintenance Services RFP 031125 Wed February 12 2025 07:52 AM	<input checked="" type="checkbox"/>	2
Addendum 4 Facilities Maintenance Services RFP 031125 Fri February 7 2025 08:29 AM	<input checked="" type="checkbox"/>	2
Addendum 3 Facilities Maintenance Services RFP 031125 Mon February 3 2025 07:44 AM	<input checked="" type="checkbox"/>	1
Addendum 2 Facilities Maintenance Services RFP 031125 Fri January 24 2025 10:17 AM	<input checked="" type="checkbox"/>	1
Addendum 1 Facilities Maintenance Services RFP 031125 Wed January 22 2025 02:43 PM	<input checked="" type="checkbox"/>	2