City of Avondale

City Council Online Meeting

Tuesday, September 8, 2020

Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Veronica Malone, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

Administration

Charles A. Montoya, City Manager

Gina Montes, Assistant City Manager

Tracy Stevens, Deputy City Manager

Nicholle Harris, Interim City Attorney

Marcella Carrillo, City Clerk

Online Meeting

Join the meeting and view presentations: https://avondaleaz.zoom.us/j/3083557784

Using a Mobile Device? Download the Zoom Cloud Meeting App

Join the meeting with audio only: Call 301-715-8592 (meeting ID: 308 355 7784)

City Council Online Meeting
Notice & Agenda
Tuesday, September 8, 2020

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Request to Speak: Unscheduled public appearances will not be permitted at this meeting. Members of the public may listen to the discussions by joining the meeting online at https://avondaleaz.zoom.us/j/3083557784.

REGULAR MEETING
6:00 PM

CALL TO ORDER BY MAYOR

1. **ROLL CALL BY THE CITY CLERK**

2. **CONSENT AGENDA**
   Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

   a. **COOPERATIVE PURCHASING AGREEMENT AND BUDGET AMENDMENT FOR HAYS COMPANIES, BENEFITS CONSULTING**
   City Council will consider a request to: (a) approve the first amendment to the Cooperative Purchasing Agreement with Hays Companies, for benefits consulting for $57,500, (b) approve a budget amendment in the amount of $57,500 from contingency, and (c) authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

   b. **COOPERATIVE PURCHASING AGREEMENT WITH EMCOR SERVICES ARIZONA, INC. AND REALLOCATION OF CIP FUNDS**
   City Council will consider a request to: (a) approve a Cooperative Purchasing Agreement (CPA) with EMCOR Services Arizona, Inc. (b) approve a budget transfer in the amount of $150,000 from the American Sports Center Turf Replacement Project, and (c) authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

   c. **COMMITTEE MEMBER APPOINTMENT TO THE MUNICIPAL ART COMMITTEE**
   City Council will consider a request to appoint Sandra Bassett as an Ex-Officio Committee Member to the Municipal Art Committee, serving as the representative from the West Valley Arts Council. The Council will take appropriate action.

3. **ADJOURNMENT**

Council Members of the City of Avondale will attend either in person or by telephone conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

Item Number: 2.a.

CITY COUNCIL REPORT

SUBJECT: Cooperative purchasing agreement and budget amendment for Hays Companies, Benefits Consulting

MEETING DATE: 9/8/2020

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director, (623) 333-2011

THROUGH: Gina Montes, Assistant City Manager, (623) 333-1012

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to: (a) approve the first amendment to the Cooperative Purchasing Agreement with Hays Companies, for benefits consulting for $57,500, (b) approve a budget amendment in the amount of $57,500 from contingency, and (c) authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Arizona Metropolitan Trust (AzMT) was established under Arizona Revised Statutes 11-952.10 to pool member resources for the purchase and administration of employee health, dental, and vision insurance. As one of the founding entities, Avondale has been a member of the AzMT since 2012. AzMT was established as a benefits consortium whose membership is available to cities, towns, counties, fire districts, and other governmental agencies. Avondale is presently one of 11 member agencies. Each member names one employee to sit on the governing board as a Trustee. The Trustees meet quarterly to hear information and to make decisions regarding the Trust. Member agencies sign on for a minimum of three years, with the opportunity to renew the membership for three-year terms. Avondale's current term will expire on June 30, 2021. The city is beginning the third year of the latest agreement with AzMT. With this milestone, staff is evaluating options for insuring employee benefits prior to signing on for a new three-year term with the Trust.

DISCUSSION:

The recent growth of the city has made it possible for Avondale to consider self-insuring employee benefits as an alternative to remaining a member the Trust. In order to facilitate informed decision making and benefit plan optimization, staff looks to engage the services of an employee benefits consulting firm. The consulting firm will assist in the preparation and administration of requests for proposals (RFPs) of medical, dental, vision, and other insurance services. The results of these RFPs will be used to develop a financial plan for comparison to the city's Trust membership. If the city elects to remain with the Trust, the benefits consulting firm will advise the city on rate-setting and plan design options.

Staff is seeking approval of the first amendment of the Cooperative Purchasing Agreement (CPA) with Hays Companies. The amendment includes the following tasks:

* Strategic planning and objective setting,
* Assistance with the preparation of requests for proposals for insurance benefit programs,
* Benefit account management services,
* Human resource support services,
* Compliance and legislative guidance,
* Employee communication and education,
* Health and wellness consultation,
* Medical and prescription plan consultation,
* Customized financial reporting,
* Strategic financial analysis, and
* High-cost case analysis.

BUDGET IMPACT:

The budget for this item will be transferred from the General Fund contingency appropriation, which is used for unanticipated and/or unbudgeted items in FY2021. The contingency appropriation is backed by the General Fund's reserve, so this item will reduce the projected reserve in the General Fund by $57,500.

RECOMMENDATION:

Staff recommends approval of the first amendment to the Cooperative Purchasing Agreement with Hays Companies, for benefits consulting for $57,500 as well as the related budget amendment.

FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT No. 20-073C
BETWEEN
THE CITY OF AVONDALE
AND
HAYS COMPANIES, INC.

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT No. 20-073C (this "First Amendment") is entered into as of the day signed below, between the City of Avondale, an Arizona municipal corporation (the "City"), and HAYS COMPANIES, INC., a Florida corporation (the "Consultant").

RECITALS

A. After a competitive procurement process, City of Glendale ("Glendale") entered into Contract No. C-11250, dated October 25, 2016, as amended by Amendment Number One, dated October 25, 2017, Amendment Number Two, dated October 25, 2018, and Amendment Number 3, dated October 25, 2019 (collectively, the "Glendale Contract"), for the Consultant to provide employee benefits consulting services.

B. The City and the Consultant entered into Cooperative Purchasing Agreement No. 20-073C, dated March 23, 2020, (the "Agreement"), based upon the Glendale Contract, for the Consultant to provide the City with provide employee benefits consulting services (the "Services"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

C. The City has determined that additional benefits consulting services by the Consultant are necessary (the "Additional Services").

D. The City and the Consultant desire to enter into this First Amendment to (i) modify the scope of the services of the Agreement and (ii) provide for the increase in compensation to the Consultant for the Additional Services attached hereto as Exhibit 1. to this First Amendment and incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until October 24, 2021, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The City shall pay Consultant an amount not to exceed the value of the Purchase Orders issued under this contract, in accordance with the budget adopted by the City Council, for each fiscal year of this contract at the unit rates set forth in the Glendale Contract and as referenced in Exhibit 1. to this First Amendment, as attached hereto.

3. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

6. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles A. Montoya, City Manager
With copies to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Procurement Division Attn: City Attorney
If to Consultant:	**HAYS COMPANIES, INC.** 3200 East Camelback Road, Suite 129 Phoenix, AZ 85018 Attn: Charlie Broucek, Senior Vice President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If

a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____ Date: _____
Charles A. Montoya, City Manager

ATTEST:

_____
Marcella Carrillo, City Clerk

"**Consultant**"

HAYS COMPANIES, INC.
a Florida corporation

By:_____

Name:_____

Title:_____

EXHIBIT 1
TO
FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HAYS COMPANIES, INC.

[Fee Proposal]

See following page(s).

August 24, 2020

Lindsey Duncan
City of Avondale
Finance and Budget Department
11465 W. Civic Center Drive
Avondale, AZ 85323

Re: Scope of Services

Lindsey:

Thank you for giving Hays Companies the opportunity to provide you and the City of Avondale with our proposed scope of services.

If you have any questions or would like to discuss the attached further, please let me know.

Sincerely,

Charles W. Broucek III
Senior Vice President
602.692.3564

City of Avondale
Scope of Services

Objective:

Hays Companies, Inc. understands the City of Avondale is seeking a consultant to assist with the procurement of Employee Benefits plans outside the current AZMT arrangement and ongoing brokerage/consulting services.

Scope of Services:

- **Strategic Planning & Objective Setting**
    a. Multi-year stategic planning
    b. Benefit plan consultation, interviews, and design with all stakeholders
    c. Minimum of four quarterly stewardship meetings per calendar year & carrier/vendor meetings as required
    d. Development and maintenance of annual service calendar

- **Marketing, Negotiating, Consulting, & Implementation**
  Hays will assist in the preparation of Requests of Proposals (RFP) soliciting benefit providers, program negotiation and implementation for the following insurance benefit programs:
    a. Medical/Rx carriers, administrators, and networks
    b. Specific and aggregate stop-loss
    c. Dental, vision, life, disability
    d. Voluntary benefits
    e. FSA and COBRA
    f. Hays will also monitor vendor performance throughout the year and ensure carriers and vendors commit to performance guarantees.

- **Account Management Services**
    a. Benefit program knowledge, service and support provided with a sense of urgency
    b. 24 hour response guarantee and sundown policy
    c. Dedicated Account Manager
    d. Daily access to Hays entire account management team
    e. Claim issue intervention and advocacy
    f. Conduct periodic employee surveys as needed
    g. Monitor vendor performance and management of benefit programs

- **Human Resource Support Services**
    a. Full-scale, pro-active HR service through ThinkHR to provide additional HR support and expert advice on a variety of complex HR issues
    b. 100% “live answer” HR Hotline to professional HR Advisors 8am-7pm every day.
    c. Written follow-up on all HR issues and researched matters
    d. An online site with 1,000’s of forms, documents, tools, checklists and templates for your HR department including assistance with employee handbooks
    e. A job description builder and salary benchmarking tools

f. Access to 200+ on-demand management and employee training courses. Popular subject include: workplace safety, employment, harassment, environmental compliance, wellness, etc.
g. PPACA, HR, and Benefits compliance support in addition to what you will receive from your Hays team

- **Compliance & Legislation Leadership**
  a. Benefit attorneys on staff
  b. Comprehensive compliance review and checklist evaluation
  c. Assistance and advice with FMLA, ADA, COBRA/HIPAA, ERISA, Health Care Reform and other benefits related issues through the Hays Compliance & Legislation Department
  d. Provide personal HIPAA privacy program set-up and implementation
  e. Webinars and local seminars compliance hosted throughout the year

- **Employee Communication & Education**
  a. Enrollment meetings in-person and/or via Webinar
  b. Development of customized open enrollment brochures and PowerPoints
  c. Custom employee communications as required
  d. Develop and administer employee benefit surveys
  e. Development of custom health and wellness employee communications

- **Health & Wellness Consultation**
  a. Health strategies planning within the total benefits plan design model including those targeted at wellness, disease management, behavioral health, predictive modeling, large case management, disability, and clinical onsite programs
  b. Evaluation of wellness vendor activities, strategies, and outcomes pre and post program implementation
  c. Assistance in implementing medical care management strategies, with a special focus on outreach initiatives to the member

- **Medical/Rx Plan Design Consultation**
  Hays will provide the following plan design consultation services:
  a. Face-to-face meetings will be provided for plan design consultation based on the outcomes of the analyses performed. Additionally, conference calls and web-based meetings will be offered as requested
  b. Assess fully-insured equivalent budget rates by tier and recommend aligned budget rates based on the appropriate tier value from HPI results
  c. Evaluate purchasing behavior within the context of the current plan design and contribution plan structure
  d. Develop contribution strategy models to demonstrate to cost for employer and employees in a variety of scenarios
  e. Redefine the value proposition offered to employees through a new employee/employer contribution structure and the cost of migration

- **Customized Financial Reporting**

a. Reporting package includes loss ratio tracking, year to date comparison, projected costs vs. actual costs, and employee/employer contribution tracking. Reporting can be broken down by location and plan as requested.
b. Forecasting including trends/budget analysis
c. Risk Pool Management analysis and consultation
d. Medical plan design consultation based on analysis and outcomes
e. High case/specific stop-loss analysis
f. Annual COBRA premium analysis and IBNR
g. Custom design financial reports as requested

- **Strategic Financial Analysis - Health Plan Intelligence (HPI)**
Hays will request claims data, when available, down to the CPT codes from your health plan administrator, if available, and will perform a comprehensive claims analysis. This analysis, Health Plan Intelligence (HPI), is a powerful reporting tool that enables you to better understand and strategically manage the performance of your medical plan. The HPI analysis will provide valuable insight into the underlying issues driving your healthcare costs like member demographics, plan design, misdirected care, chronic diseases, high-cost providers, network performance and discounts, and high utilization. There are three components of the HPI financial analysis in which Hays will perform are as follows:

a. **HPI Dashboard**—a comprehensive analysis combining your claims experience and membership data. The result is a clear and concise understanding of how your health plan is performing relative to other employers with similar demographics. The analysis includes the evaluation and performance benchmarking of healthcare utilization rates, unit costs, plan design efficiencies specific to ten key areas of utilization:
    - Inpatient hospital
    - Outpatient hospital
    - Emergency room
    - Inpatient surgery
    - Outpatient surgery
    - Physician office visits
    - Mental health visit
    - Wellness/routine visits
    - A summary on claims related to chronic disease and lifestyle behaviors
    - A summary on claims that could be prevented through early detection

b. **HPI Analytics**—provides powerful views of underlying, value-added healthcare data. Through this tool we will apply multi-dimensional filters or controls to reveal hidden problem areas and potential opportunities to cut costs. Detailed supporting documentation is provided for each utilization subcategory listed above including breakdowns by:
    - Claimant relationship
    - Claimant age and gender
    - Major diagnostic category
    - Top providers

- Network penetration
- Dollar amount of claim

c. **HPI Benefit Plan Modeling**—allows you to quantify the impact of plan design alternatives based upon actual claims from a previous period. Benefit modeling helps determine the financial impact of plan design changes under consideration, as well as determine the number of members likely to be affected by the proposed changes. Hays will perform modeling based on all factors such as medical inflation, network performance, fixed costs, stop-loss parameters, and employee contributions.

- **High Case Analysis Tool (HCAT) to Determine Specific Stop-Loss Level**

  High case or large claim activity is highly variable from year to year, making it difficult to predict expected future liability or to evaluate the relative merit of a particular level of specific stop-loss insurance. The High Case Analysis Tool (HCAT) uses a statistically credible database to project expected high case activity, based on your population's own health plan data in relation to the database.

  Rather than relying solely on high case estimates based on highly volatile prior claim activity, this tool utilizes your specific medical information including such factors as industry, applied network discounts, chronic disease occurrence and other demographic data to project your expected liability at a particular stop-loss level. Since past high case activity is not a reliable indicator of future high case activity, the HCAT thus provides the basis for a more measured year-over-year approach to reinsurance and risk tolerance decisions informed by expected high case liability rather than experience alone. This analysis will provide the following:

  a. Model expected large claim activity at multiple specific stop-loss levels to project the most efficient and cost-effective specific stop-loss level
  b. Assess the proposed stop-loss premium of the reinsurance carrier vs. the expected chronic claims liability risk to negotiate a more competitive stop-loss renewal

Fee Arrangement

Hays Companies is proposing an annual fee of **$57,500** based on the above Scope of Services.

Accepted and Agreed by:

Hays Companies, Inc.	City of Avondale
By: _____	By: _____
Charles W. Broucek III Senior Vice President	Charles A. Montoya, City Manager

Item Number: 2.b.

CITY COUNCIL REPORT

SUBJECT: Cooperative Purchasing Agreement with EMCOR Services Arizona, Inc. and reallocation of CIP funds

MEETING DATE: 9/8/2020

TO: Mayor and Council

FROM: Bryan Hughes, Director, (623) 333-2411

THROUGH: Gina Montes, Assistant City Manager, (623) 333-1012

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to: (a) approve a Cooperative Purchasing Agreement (CPA) with EMCOR Services Arizona, Inc. (b) approve a budget transfer in the amount of $150,000 from the American Sports Center Turf Replacement Project, and (c) authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The American Sports Center – Avondale requires replacement and repairs to the air conditioning units at the facility. Facilities staff conducted market research on mechanical services, equipment, and parts necessary for the replacement and repairs to the air conditioning units. The State of Arizona holds a competitively awarded contract with EMCOR Services Arizona for HVAC Maintenance, Repair, and Emergency Services. It has been determined to be advantageous to utilize EMCOR Services Arizona to provide the replacement and repairs needed for this project.

DISCUSSION:

Staff is seeking approval of a Cooperative Purchasing Agreement (CPA) with EMCOR Services Arizona, Inc. in order to issue a purchase order to perform the work at American Sports Center – Avondale (ASC). The CPA will also allow staff to utilize EMCOR for other mechanical projects in the future.

There is $150,000 in the capital improvement budget for replacement of sports turf at the American Sports Center – Avondale. Staff is recommending repurposing the budget for the replacement and repairs to the air conditioning units and unfunding the replacement of sports turf. The replacement of the sports turf at the American Sports Center will be reconsidered for funded during the FY2022 budget process.

BUDGET IMPACT:

The replacement of sports turf at ASC is included in the CIP budget in 310-1560-00-8210. The $150,000 would be transferred for replacement and repairs to the air conditioning units and the replacement of the sports turf at ASC would become unfunded.

RECOMMENDATION:

Staff recommends approval of the Cooperative Purchasing Agreement (CPA) with EMCOR Services Arizona, Inc. for mechanical repairs and a budget transfer in the amount of $150,000 from the American Sports Center Turf Replacement project.

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MESA ENERGY SYSTEMS, INC. dba EMCOR SERVICES ARIZONA, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into on August 18, 2020, between the City of Avondale, an Arizona municipal corporation (the "City"), and **MESA ENERGY SYSTEMS, INC. dba EMCOR SERVICES ARIZONA, INC.**, a(n) Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, State of Arizona ("State") entered into Contract No. CTR049764, dated May 20, 2020 and future amendments (collectively, the "State Contract"), for the Contractor to provide HVAC Maintenance, Repair and Emergency Services. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such services under the State Contract, at its discretion and with the agreement of the awarded Contractor.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the City with HVAC Maintenance, Repair and Emergency Services for various pending City projects, as more particularly set forth in Section 2 below (the "Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 17, 2021 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the State Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four successive one-year terms (each, a "Renewal Term") so long as the State Contract has not been terminated and subject to availability and appropriation of funds for renewal in each subsequent year, unless the Contractor notifies the City in writing of its

desire to terminate the Contract. If extended, the then-current prices shall be applicable during the subsequent Renewal Term unless the Contractor notifies the City in writing of any rate increase and the City approves the increase with an authorized signature, prior to the end of the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By consenting to a Renewal Term, Contractor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

3. Compensation. The City shall pay Contractor an amount not to exceed the value of the Purchase Orders issued under this contract, in accordance with the budget adopted by the City Council, for each fiscal year of this contract at the unit rates set forth in the State Contract.

4. Payments. The City shall pay the Contractor based upon Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration, American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its

subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

8. Israel. For Contracts in excess of One Hundred Thousand ($100,000) Dollars, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Work Orders, the State Contract and invoices, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the State Contract, the City shall be afforded all of the rights and privileges afforded to State and shall be the "State" (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles A. Montoya, City Manager
With copies to:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Procurement Division Attn: City Attorney
If to Contractor:	**MESA ENERGY SYSTEMS, INC. dba EMCOR SERVICES ARIZONA, INC.** 4125 E. Madison St. Phoenix, AZ 85034 Attn: Don Griffin, Branch Manager Email: Dgriffin@emcor.net

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____ Date: _____
Charles A. Montoya, City Manager

ATTEST:

_____
Marcella Carrillo, City Clerk

"Contractor"

MESA ENERGY SYSTEMS, INC. dba EMCOR SERVICES ARIZONA, INC., a(n) Arizona corporation

By: Don Griffin

Title: Branch Manager

Signature: Don Griffin
Don Griffin (Aug 19, 2020 08:56 PDT)

Email: ljames@emcor.net

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MESA ENERGY SYSTEMS, INC. dba EMCOR SERVICES ARIZONA, INC.

[State Contract]

See following pages.

Douglas A. Ducey
Governor

Andy Tobin
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

GENERAL SERVICES DIVISION
100 NORTH FIFTEENTH AVENUE, SUITE 103
PHOENIX, ARIZONA 85007
(602) 542-1796

May 14, 2020

Don Griffin
Branch Manager
EMCOR Services Mesa Energy Systems
4125 E. Madison St.
Phoenix, AZ 85034

Sent via e-mail to: dgriffin@emcor.net

Re: Award of Contract No. **CTR049764** for HVAC Maintenance, Repair, and Emergency Services.

Thank you for submitting a response to Request for Proposals No. BPM002434. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on May 20, 2020.

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, APP.

Please return to my attention the following Exhibit D no later Monday, Wednesday May 20, 2020:

Exhibit D-Certificate of Insurance

You are cautioned not to begin any work under the contract until you have been issued a written notice to proceed.

If you have any questions regarding your company's contract, please contact me at dustin.deason@azdoa.gov or (602) 542-8144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

Dustin Deason, Construction Procurement Manager
ADOA – General Services Division

EMCOR Services
Mesa Energy Systems

Solicitation No. **BPM002434**

HVAC Maintenance, Repair, and Emergency Services

Presented to

April 2020

SUBMITTED BY:

Don Griffin
EMCOR Services Mesa Energy Systems
4125 E. Madison Street
Phoenix, AZ 85034
O-602-314-3189 | M-602-441-6279
dgriffin@emcor.net

EMCOR Services
Mesa Energy Systems

April 30, 2020

Mr. Dustin Deason
Arizona Department of Administration
General Services Division
100 N. 15th Avenue, Suite 103
Phoenix, AZ 85007

Dear Dustin:

Thank you for inviting Mesa Energy Systems Inc. dba EMCOR Services Arizona to submit this response to the State of Arizona's RFP for HVAC Maintenance, Repair, and Emergency Services (Solicitation No.: BPM002434).

Our executive, operations and technical service teams have been working hard over the past month to ensure that our solution aligns with your goals, objectives and service expectations for this requirement. With an eye toward being your partner and extension of your team, we are laser focused on ensuring that we can drive financial and operational efficiencies on your behalf from Day 1.

Why is EMCOR Services Arizona your best partner for this requirement?

There are many reasons to outsource your facility maintenance services to EMCOR Services Arizona, but none are as compelling as our commitment to giving you the highest quality service for the best possible value. This high standard ensures that our consolidated maintenance programs will successfully work. Our people, processes, and technology enable us to deliver consistent, high-quality service to keep your facilities operating optimally. This includes:

- EMCOR Services Arizona is one of the largest HVAC contractors in Arizona, Nevada and California. With over 600 technicians across 11 offices (including 28 technicians in two offices in Arizona), EMCOR Services Arizona has the people, processes and technology in place to support any HVAC maintenance, repair and emergency requirement that arises statewide 24/7/365.
- Our team for this program, many of whom have worked with the incumbent on this requirement at some point over the past five (5) years, understand the State of Arizona's requirements, culture, business and service expectations.
- The HVAC services business is highly fragmented, with most competitors operating in a specific geographic region or focused on specific systems or equipment. EMCOR Services Arizona self-performs HVAC services across Arizona. We work on all systems…anytime and anywhere.
- The key competitive factors in the HVAC services business include price, service, quality, technical expertise, geographic scope, and the availability of qualified personnel. Due to our size, both financial and

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geographic, and our technical capability and management experience, we believe EMCOR Services Arizona is in a strong competitive position in the HVAC services business.

- We are part of the largest non-OEM service provider in the nation with open access to all major HVAC systems & equipment manufacturers. We choose the right systems, without bias, to drive operational efficiencies and reduce costs.
- In our world, value equates to offering the highest quality HVAC services at the most cost-effective price. Oftentimes, service quality and price are inversely proportional. Highly technical services come at a steep price, literally. On the other hand, lowest cost can often mean a sacrifice in overall quality. At EMCOR Services Arizona, our ability to provide best-in-class HVAC services across a client's portfolio and drive both operational and cost efficiencies is directly tied to the number of sites we manage on your behalf. The more sites we manage gives us better control and more ability to impact spend. It also allows us to maximize local resources to ensure more productivity at the technician level.
- We have more than 160 national agreements with many of the largest manufacturers and distributors in the industry. In many cases, EMCOR Services Arizona is one of the largest buyers from these equipment and parts providers. This buying power gives us pricing leverage, enables us to negotiate for better service, influences delivery time, and ensures prompt problem resolution, along with other benefits that ensure timely and economically efficient completion of our projects.
- We are part of EMCOR Group, Inc., a financially stable, $9.2 billion, Fortune 500 leader in building, facilities, construction and energy services with more than 38,000 employees across 200 offices nationwide

Wkdw#ehlqj#vdlg/#z h#kdyh#suhsduhg#rxu#vxep lvvlrq#shu#kh#lntxlhp hqw#vhw#ru#q#kh#JIS#grfxp hqw##q# dgglwlrq/#z h#dfnqrzogjh#hfhlsw#r#kh#rorz lqj#Dp hqgp hqw#r#kh#rulj lqdo#grfxp hqw=#

- Dp hqgp hqw#4=#72<253=#Jhp ryh#bqg#Jhsodfh#Dwdfkp hqw#7#Sulflqj#Vkhhw#Jhy4#
- Dp hqgp hqw#5=#72482 53=#Jhp ryh#bqg#Jhsodfh#Dwdfkp hqw#D=#DGRD#

We believe that we have the people, processes and technology in place to be your best partner. On behalf of the entire EMCOR Services Arizona team, I want to thank you again for this opportunity, and we look forward to working with you and your team on this important requirement.

Regards,

Don Griffin
Branch Manager, Arizona
EMCOR Services Mesa Energy Systems, Inc.

4125 E. Madison Street
Phoenix, AZ 85034
O-602-314-3189 | M-602-441-6279 | dgriffin@emcor.net

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ATTACHMENT 1: OFFER AND ACCEPTANCE FORM

We have completed **Attachment 1: Offer and Acceptance Form** as part of this response per the requested format in the RFP instructions and both attached a screenshot and embedded this document below.

Request for Proposal
Solicitation No. **BPM002434**
Description:
HVAC Maintenance, Repair, and Emergency Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide ***HVAC Maintenance, Repair, and Emergency Services*** in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1. 4/30/20 (Date)	DG (initial)						
Revised Offers:	2. x (date #1)	x (initial)	3. x (date #1)	x (initial)	4. x (date #1)	x (initial)		
	5. x (date #4)	x (initial)	6. x (date #5)	x (initial)	7. x (date #6)	x (initial)		
Best and Final Offer:	8. x (Date)	x (initial)						

Mesa Energy Systems, Inc. (dba EMCOR Services Arizona)	Don Griffin
Offeror company name	Signature of person authorized to sign Offer
4125 E. Madison St.	Don Griffin, Branch Manager
Address	Printed name and title
Phoenix, AZ 85034	Don Griffin, Branch Manager
City | State | ZIP	Contact name and title
33-0112640	dgriffin@emcor.net 602-314-3189
Federal tax identifier (EIN or SSN)	Contact Email Address / Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: _____ **The effective date of the Contract is:** _____ (Date) **Contract awarded** _____ (Date)

Procurement Officer Signature | Procurement Officer Printed Name

PART 3 of the Solicitation Documents
Template version 6.0 (18-NOV-2019)

SECTION 3-B: Offer Forms
Page 14 of 42

Available online at: APP.AZ.gov

Attachment 1.pdf

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EMCOR Services
Mesa Energy Systems

ATTACHMENT 2-A: EXPERIENCE AND CAPACITY QUESTIONNAIRE

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

QUESTION 1: COMPANY PROFILE

1.1 Brief overview of business operations, with an emphasis on experience in regards to the scope of work.

Mesa Energy Systems Inc. dba EMCOR Services Arizona is proud to be industry leaders in our marketplace. We have a reputation for success, financial stability, and having a proven business model. These attributes have made EMCOR Services Arizona the mechanical services provider of choice for many clients in different verticals across Arizona, including government, technology, utilities, healthcare/pharmaceutical, commercial, government, education, retail, and logistics.

Clients trust EMCOR Services Arizona to maintain systems in virtually every type of facility, from hundreds of retail locations to corporate campuses to mission critical facilities with 100% uptime requirements. Regardless of the size and complexity of your facility and its systems, our service teams have the capabilities to maximize system performance.

HVAC/Plumbing Services & Energy Solutions

- Mechanical Maintenance
- Service & Repair
- Chiller Service & Installation
- Mechanical Retrofit Services
- Factory Authorized Service
- Micro Controls System
- Tenant Improvements
- Energy Efficiency Studies & Upgrades
- Renewable Energy
- Retrocommissioning
- Energy Star Partner
- LEED Certification Support (Member USGBC)
- Demand Control Ventilation
- Utility & Special Program Rebates for Energy Efficiency Upgrades
- Energy Reduction Strategies
- Plumbing Service
- Process Piping
- Backflow Certification
- Solar Thermal
- Chiller VSD Retrofits
- Infrared Testing
- Vibration Analysis

Five Benefits of Partnering with EMCOR Services Arizona are:

1. EMCOR Services Arizona's "sweet spot" is self-performing HVAC services for medium to large commercial and institutional buildings. For the State of Arizona, this means that we have the capabilities and service coverage to self-perform HVAC services across all of your sites.
2. EMCOR Services Arizona directly employs 28 fully-qualified technicians across Arizona.
3. EMCOR Services Arizona is a technical facilities management company with core competency in HVAC, refrigeration. mechanical, electrical, plumbing, controls and energy conservation.
4. EMCOR Services Arizona is backed by a world class $9.2B corporation (EMCOR Group) exclusively providing mechanical/electrical construction, maintenance and energy services.
5. EMCOR Services Arizona's technical resources include a cadre of LEED accredited professionals working with forward thinking corporations on their "green," "sustainability," and energy conservation initiatives.

As a leading chiller, HVAC, building automation service, and mechanical services company, we understand how the performance of your HVAC and chiller systems affects your business. Properly maintained systems provide lower energy bills, reduced down time, and fewer repair expenses. But the benefits only begin there.

Studies prove that higher performing buildings enhance productivity in meaningful and measurable ways. For instance, in commercial buildings, employees are more productive and have fewer absences. In learning institutions, test scores improve. In hospitals, infection rates fall. Bringing your building up to the next level of energy performance ensures benefits for everyone.

We provide a full array of HVAC and chiller installation, maintenance, and support programs that provide peace of mind to many of Arizona's most important facility owners. Our highly trained technicians and engineering teams are equipped with state-of-the-art, wireless, and paperless field dispatching and information technology. This allows them to provide customized solutions that optimize the effectiveness of your HVAC maintenance program and provide the fastest response available when the need arises.

We are manufacturer independent and are qualified and trained to support systems of all types: from small, air-cooled systems to central energy plants with thousands of tons of cooling capacity. Regardless of the make and model of your systems, we will provide objective consultative advice that will be the best solution for your facility.

Equipment Serviced:

- Carrier
- Trane
- York
- McQuay
- Turbocor
- Smardt
- Multistack
- Rooftop Units
- Split Systems
- Heat Pumps
- Boilers/Furnaces
- Chillers
- Cooling Towers
- Humidification
- Exhaust Fans
- Vav Boxes
- Computer Room Cooling
- Make-up Air Units
- Commercial Refrigeration
- Pneumatic/DDC Controls
- Pumps
- Variable Frequency Drives
- Heat Recovery
- Plumbing TI
- Plumbing Construction Services
- Plumbing Med Gas Installations

Mechanical, HVAC, BAS & Energy Service

- Mechanical Maintenance
- Mechanical Service and Repair
- Building Automation Systems, BAS Services & Controls Installation
- Industrial Chiller Service and Installation
- Mechanical Retrofit Services
- Commercial HVAC Design/Build
- Tenant Improvements

Commercial Energy Services & Solutions

- Building and Industrial Energy Efficiency Studies and Upgrades
- Demand Response (DR) Services
- Renewable and Sustainable Energy Services
- Retro-commissioning (RCx) or Existing Building Commissioning Services
- Energy Star Partner
- LEED Certification Support (USGBC Member)
- Demand Control Ventilation (DCV) Systems
- Utility and Special Program Rebates for Energy Efficiency Upgrades
- Energy Saving Performance Contracts (ESPC)
- Energy Reduction Strategies
- Commercial Energy Audits

Chiller Experience

As the region's largest independent chiller group, we have EPA-certified and factory-authorized experts who are your single source for comprehensive, high-quality chiller repair services. And since we're brand neutral, we have vast experience servicing machines from all major OEMs. Our Chiller Services Include:

- Absorption, Centrifugal, Reciprocating, and Screw Machines
- Central Plant Optimization
- Chiller Replacement
- Non-destructive Testing
- Refrigerant Conversion
- Retubing
- System and Equipment Retrofits
- Energy Savings Solutions
- VSD and Turbocor Retrofits
- Tube Cleaning
- Temporary Chiller Installation

EMCOR SERVICES ARIZONA'S HVAC SERVICES PROGRAM

EMCOR Services Arizona believes in evaluating equipment and facilities as necessary to prescribe the appropriate maintenance strategy at the asset level. We apply a maintenance classification to each asset based on its criticality and function. The maintenance processes must be configured to deliver the optimum balance of performance, short-term costs, and life-cycle costs. We assess and analyze the risk and consequences associated with failure and deploy the appropriate preventive maintenance (PM) and/or condition monitoring necessary to mitigate unacceptable risk. PM is always afforded a high priority, and PM schedule compliance is closely monitored.

Our formal PM program for each the State of Arizona location will include an optimization process for identified assets that analyzes system cost performance, criticality, activity cost/benefit, and age. The program will be systematically reviewed and updated based on lessons from experience, tradesmen's reports, and experiences from other sites.

Predictive maintenance (PdM) is a condition-driven preventive maintenance program. Instead of relying on facility average-life statistics, i.e. mean-time-to-failure, to schedule maintenance activities, predictive maintenance uses direct monitoring of the operating condition, efficiency, heat distribution, and other indicators to determine the actual mean-time-to-failure or loss of efficiency that would be detrimental to facility operations for all critical systems in the plant or facility.

EMCOR Services Arizona's comprehensive PdM management program utilizes a combination of the most cost-effective tools, i.e., thermal imaging, vibration monitoring, tribology, and other nondestructive testing methods, to obtain the actual operating condition of critical facility systems and, based on this factual data, schedules all maintenance activities on an as-needed basis.

Including predictive maintenance in a comprehensive maintenance management program provides the ability to optimize the availability of process machinery and greatly reduce the cost of maintenance. It also provides the means to improve product quality, productivity, and profitability.

EMCOR's PdM program minimizes unscheduled breakdowns of all electrical and mechanical equipment in the facility and ensures that repaired equipment is in acceptable condition. The program also identifies problems before they become serious. Normal mechanical failure modes degrade at a speed directly proportional to their severity. If the problem is detected early, major repairs can be prevented in most instances.

Sustainable HVAC and Mechanical Services

Mechanical Service Contractors of America – MSCA Green STAR Contractor. In November 2008, Mesa became qualified as an MSCA (Mechanical Service Contractors of America) Green STAR contractor. As an MSCA Green STAR contractor, we successfully met or exceeded all of the qualification criteria. We are proud of this achievement as qualification requirements are stringent and we are one of four commercial heating and cooling service companies in the country to earn this achievement.

MSCA Green STAR is a designation given to MSCA STAR companies who have shown an exceptional commitment to sustainable mechanical service and are recognized as leaders in the green movement within the HVAC maintenance and services industry.

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As an MSCA Green STAR contractor, EMCOR Services Arizona:

- Promotes sustainability throughout their entire organization, from employee training and education to the products and services they offer their customers.
- Possesses the commercial HVAC energy reduction and retrofit skills and expertise necessary to deliver energy-efficient and cost-effective indoor environmental solutions.
- Fulfills customer needs and ensures tenant satisfaction by implementing sustainable mechanical service practices.
- Understands the latest in HVAC green technologies, including heating, ventilation and air conditioning equipment upgrade and energy-efficient issues.

HVAC services are core to our business, and we perform HVAC maintenance and repair services through over 70 service agreements across Arizona. EMCOR Services Arizona self-performs as much HVAC work as possible to maintain overall control of our contracts and to maximize savings for our customers. All of our technicians are experienced through their extensive training, certifications, and work experience to be competent in the maintenance of the equipment they are faced with servicing on an everyday basis.

EMCOR Services Arizona is able to perform all HVAC services to include:

- Equipment surveys/Condition assessments
- Repair service
- Preventive maintenance
- Design build
- Retrofit/replacement of existing HVAC systems
- Inspections
- Safety testing
- Equipment replacements & upgrades

Below we have provided brief overview of our capabilities specific to each of this services that would be available to as part of this program.

Site Surveys

If an accurate and updated equipment list does not exist, we can perform a comprehensive site survey and condition assessment during the first PM. During this survey, we take inventory of equipment and set up tracking information for all assets within our management system, which includes item description, serial number(s), warranties, and the location where it is stored. We identify current condition and work with clients to evaluate if any equipment issues need to be addressed immediately. All of this information is entered into our work management system and is also uploaded to the web-based portal. This allows us to develop and implement proactive preventive and predictive maintenance programs that increase asset reliability and extend equipment life. It also provides us with the data necessary to work with clients to develop an asset replacement program for those units that have reached the “end of life” stage.

Systems Operation

EMCOR Services Arizona provides a full array of HVAC maintenance, service, and support programs that provide peace of mind to our clients. Our highly-trained technicians and engineering teams are equipped with state-of-the-art, wireless and paperless field dispatching and information technology. This allows them to provide customized solutions that optimize the effectiveness of your HVAC maintenance program and provide the fastest response available when the need arises. We are manufacturer independent and are qualified and trained to support systems of all types: from small, air-cooled systems to central energy plants with thousands of tons of

cooling capacity. Regardless of the make and model of your systems, we will provide objective, consultative advice that will be the best solution for your facility.

Preventive Maintenance

Proactive Preventative Maintenance (PM) programs are a cost-effective way to minimize equipment breakdown and to ensure that your store perform as expected, and without disruption to your business operations. Our goal for all clients is to ensure that their HVAC maintenance program shifts from largely reactive and ad-hoc (which because of budget constraints and other factors is prevalent in the retail and commercial industry), to a more planned and proactive approach. Some of the considerations that we apply in moving to a PM program include:

- Compilation of a detailed Asset Register – Through the capture and continual updating of the age, condition and anticipated life span of your equipment EMCOR Services Arizona will be able to make informed decisions on the most appropriate maintenance regime for that equipment. This information will be pivotal in developing the Life Cycle Plan for your HVAC equipment.
- Spend Analysis and Breakdown History – With an updated equipment list and condition assessment, we will be able to make better decisions on the type of maintenance to be applied. For some equipment it may be appropriate to continue to manage maintenance on a reactive basis, whereas others that are deemed more critical to asset performance from a risk management perspective are moved to a predominately "Planned" schedule.
- Standardization of Scopes of Work (SOW) – As part of our initial approach to any PM program is the evaluation of the current SOW, and how this aligns with the organizations overall strategy. For most clients, we look to ensure that your SOW meets all laws, regulations and manufacturers requirements, and at the same time provide cost savings and ensure the safe and effective operation of the equipment.
- Continuous Improvement – As part of our commitment to Quality Assurance, EMCOR Services Arizona takes a number of steps to ensure that we are continually looking for better ways to deliver PM programs. This includes employing Subject Matter Experts (SMEs) that continually evaluate PM program performance, and recommend changes based on data trends and the latest industry best practices for preventative maintenance.

Major Repair Service

While we will look to increase preventive measures aimed at reducing reactive requirements, emergencies do occur. EMCOR Services Arizona will employ a variety of processes and resources to better manage reactive call demand and, as a result, potentially deliver savings. All of these approaches maintain or, in some cases, actually enhance service levels. EMCOR Services Arizona approaches reactive call demand management and expense reduction from two perspectives. One is a proactive strategy to preclude the need for these calls. The second is a process to cost effectively address those calls that inevitably occur anyway. The points below illustrate both of these approaches.

- **Client-specific Business Rules** – EMCOR Services Arizona will establish a list of business rules specific to this requirement identifying priority levels for each category of reactive exterior service calls and these will form part of our quality assurance process.
- **Best Practice Sharing Process** – Our account team will review and analyze reactive call categories & frequency. We will then establish a best practice sharing process with the appropriate the State of Arizona personnel to track and trend the most common reactive calls, their causes, and jointly devise strategies to minimize their occurrence.

Through this combined approach of proactively minimizing reactive call demand and rationalizing how the reactive calls that do occur are addressed, EMCOR Services Arizona will deliver a highly effective solution to the

State of Arizona on-demand service needs. This approach will maintain, and in many cases enhance, service levels enjoyed by the State of Arizona's internal customers.

Emergency Response

We are available anytime and anywhere and will support your HVAC systems 24/7/365. Callbacks and response time to initial requests for service will be immediate to ensure that we understand the issue and if the request requires immediate response onsite.

For non-critical services our response time will TYPICALLY be within 24 hours from time of notification. For critical services, our response time will be within two to four (2-4) hours from time of notification. We are your partners and an extension of your team and we will treat your systems as if they were our own.

Replacement Parts

EMCOR Services Arizona has purchasing power through our more than 160 National Agreements. Because of these, we are able to leverage our position as an industry leader to secure the most favorable pricing on our client's behalf.

Because of this purchasing power, EMCOR Services Arizona deals directly with the largest manufacturers and distributors. This enables us to obtain better pricing than through typical local channels. EMCOR Services Arizona has systems in place that enable us to compare prices across the nation, which allow us to find the best prices available. In many cases, EMCOR Services Arizona is the largest single customer with the manufacturer and distributor. This not only gives us pricing leverage, it enables us to get better service, influence delivery time, provide attentive problem resolution, and other benefits that ensure the timely and economical completion of the project.

EMCOR Services Arizona's national purchasing agreements for supplies and materials, offering discounts from 10% to 60% on commonly purchased supplies and materials.

Training

The importance of training as part of our overall HVAC program cannot be underestimated. EMCOR Services Arizona places a high emphasis on employee training and development. We have invested millions of dollars this decade in developing and implementing an online training platform; along with hands-on training programs. Our comprehensive training program reduces risk by ensuring that our employees are always up to date on the latest preventive maintenance, safety (including OSHA) and emergency response, and standard operating procedures. We place the highest value on our employees because their experience and expertise in the facilities services industry gives our organization a competitive advantage in the marketplace. As a result, EMCOR has developed training and certification programs that blend behavior, experience, and formal training from major manufacturers with regular performance reviews. These programs provide a means for career advancement and are the foundation for strengthening employee knowledge of facilities management, facilities operations, and technical skills. Our state-of-the-art IT infrastructure delivers knowledge and provides self-training tools and ongoing skill reviews to ensure our staff have the skills to deliver according to each customer's service level requirements.

We also have a Director of Corporate Training who assists in designing courses, course offerings, competency modeling, and supports each onsite management team in the strategies for training our personnel. We have recognized that our product to the customer is the people who work at EMCOR. In a service business such as ours, the future for success lies in the ability of our people to deliver a quality product in a friendly and professional manner. We are committed to the continuing development of our people from both an interpersonal skills and a craft skills perspective as we look to develop the whole person for the future benefit of every EMCOR employee. EMCOR's training program will also include:

Examples of job-specific Training include:

- Trade Apprenticeships
- Advanced Operations Training

- Support for Licenses and Certifications (Chillers, HVAC, Refrigeration, etc.)
- Asbestos Awareness
- Confined Space Entry
- Basic courses on EMCOR and Facilities Management
- OSHA/Safety Training
- Customer Service Training
- Manufacturer specific training

The above training is available in a variety of formats. Our Training Director conducts sessions in-house, or travels to a client's site. Web-based Training comprises our Learning Management System (LMS) to provide anytime, anywhere access to more than 500 courses ranging from compliance and regulatory, to professional development, to software applications. Our LMS provide training designed for market-facing professionals at different stages of their careers with the skills and knowledge they need to assist our clients and drive value. These programs expose participants to the full range of EMCOR's facilities management services and teach them to present the company's integrated solutions to customers.

Further, **EMCOR's National Applied Training Center** is directly adjacent to our Phoenix office. This Center offers our technicians and as well as customized training for our clients in Arizona and across the country access to the most up-to-date and innovative training across a number of processes, systems and equipment.

1.2 Date established;

Mesa Energy Systems Inc. dba EMCOR Services Arizona was established in 1984 in Irvine, California. Our Arizona division has been in business since 2008.

1.3 Ownership (public, partnership, subsidiary, etc.);

Mesa Energy Systems Inc. dba EMCOR Services Arizona is a wholly-owned subsidiary of EMCOR Group, Inc.

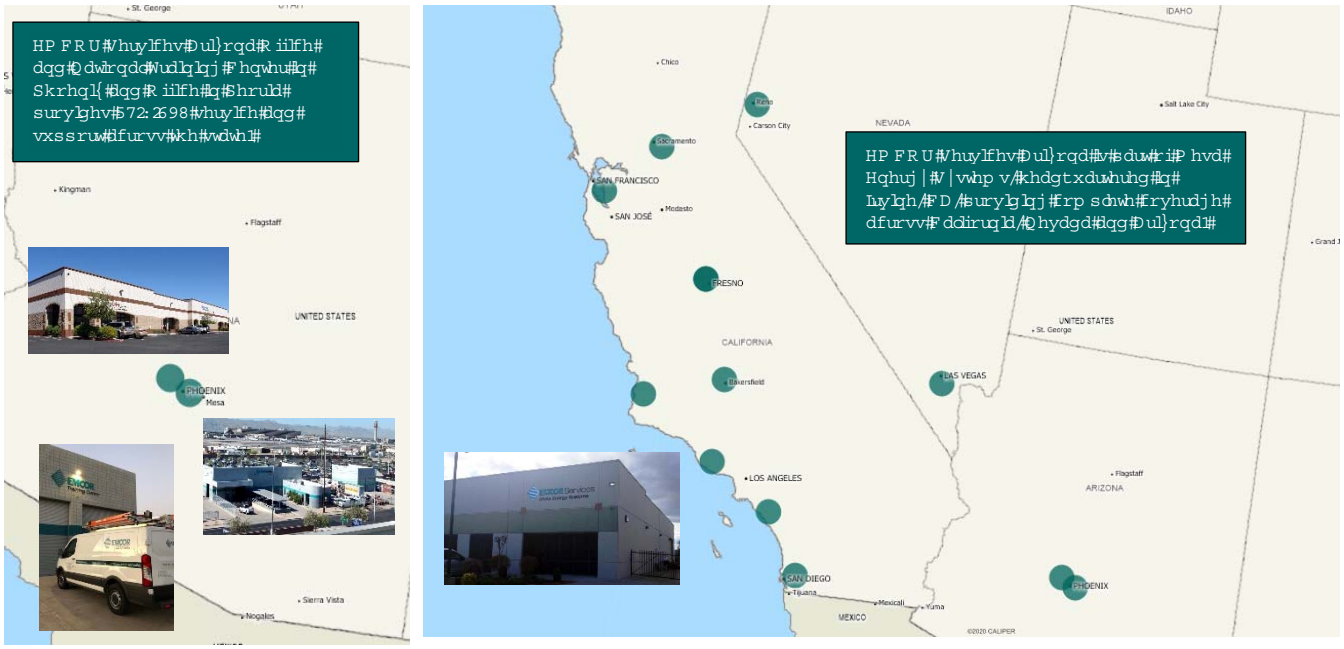
1.4 Location in which the Offeror is incorporated;

The Arizona branch of EMCOR Services Arizona is incorporated in the State of Arizona.

1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;

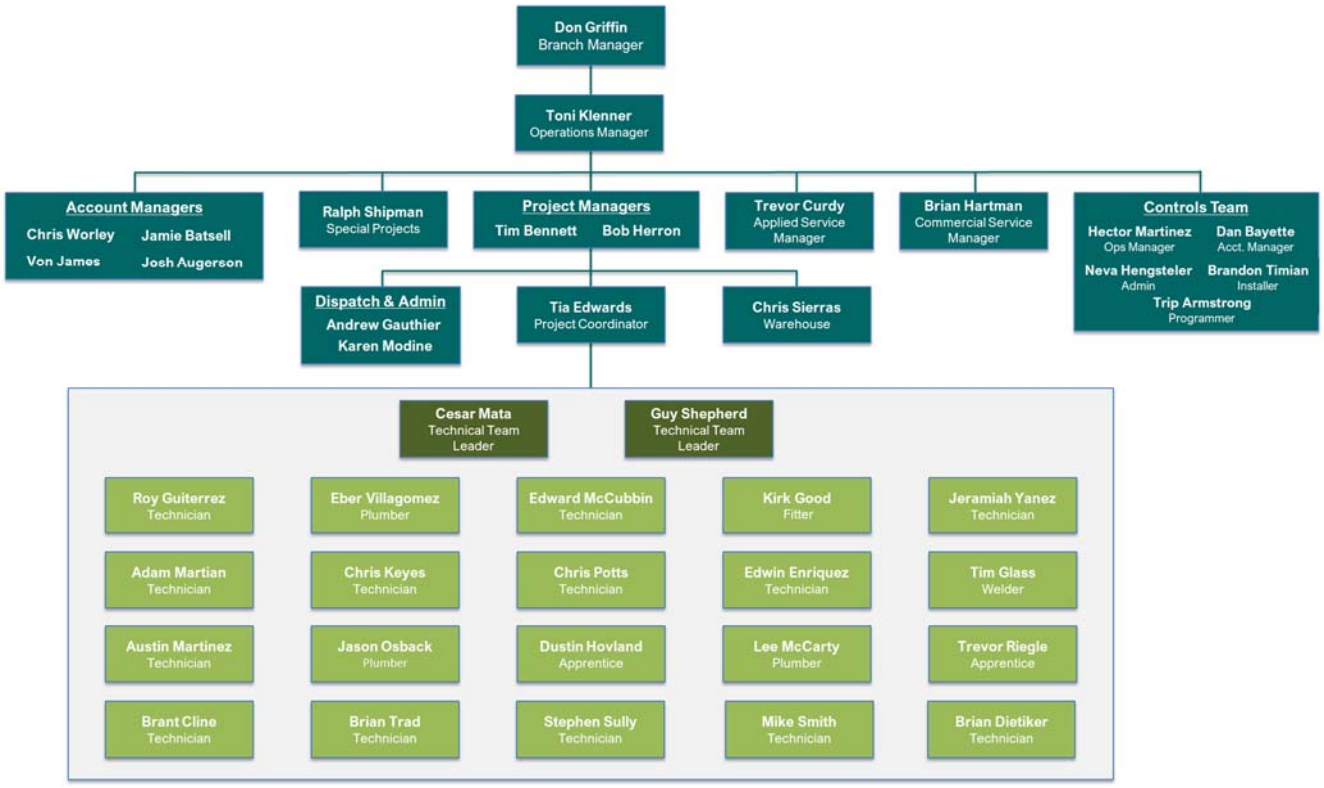
Corporate Headquarters	*Branch Office (Arizona Headquarters)*	*Branch Office (Satellite)*
Mesa Energy Systems Inc. 2 Cromwell Irvine, CA 92618	EMCOR Services Arizona 4125 East Madison Street Phoenix, AZ 85034	EMCOR Services Arizona 8550 N. 91st Ave Suite 29 Peoria, AZ 85345

Below, we have provided a map of our Arizona locations, as well as all of our locations across the West.



Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;

We have included our organizational chart with more information about our Key Personnel who will support this partnership below the chart.



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Below are the Key Executive, Operational and Technical Personnel from the chart above who will help drive tactical and strategic implementation and program management on the State of Arizona's behalf.

Name	Job Role	Role pertaining to contract	Yrs. in Industry	Yrs. with EMCOR
Don Griffin	Branch Manager	Oversees all operational aspects including distribution, customer service, human resources, and administration execution of maintenance contracts, service and projects, and is the **key point of contact for all questions related to this offer**.	38 years	12 Years
Chris Worley	Account Manager	Will be managing the account to achieve long-term success while also handling customers' needs.	16 Years	6 Years
Toni Klenner	Operations Manager	Manages overall operations & is responsible for the effective & management of labor, productivity, quality control & safety measures.	18 years	12 Years
Trevor Curdy	Applied Service Manager	Acts as Applied Service Manager and Master Technician. He is responsible for the successful execution of the work within the contract. He is the direct supervisor for all Applied technicians.	32 years	2 Years
Andrew Gauthier	Customer Service/Dispatcher	Dispatching, billing, customer inquiries, documentation & updating customer records based on interactions	15 years	1 Year
Cesar Mata	Technical Team Leader	Leading and mentoring the service team on chiller maintenance, operation and repairs.	9 Years	2 Years
Guy Shepherd	Technical Team Leader	Leading and mentoring the service team on chiller maintenance, operation and repairs.	45 Years	12 Years

1.6 Full disclosure of any potential conflict of interest between the Offeror & any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract

EMCOR Services Arizona does not have any conflicts of interest.

1.7 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;

In the last five (5) years, EMCOR Services Arizona has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

1.8 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;

There are no pending Securities Exchange Commission investigations involving EMCOR Services Arizona.

1.9 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services

EMCOR Group, Inc. (EMCOR) is one of the largest electrical and mechanical construction and facilities services firms in the United States. In 2019, we had revenues of approximately $9.2 billion. EMCOR Services Mesa Energy Services, Inc., is an indirect, wholly-owned subsidiary of EMCOR Group. We are a party to lawsuits and other legal proceedings, most of which occur in the normal course of our business. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity. More details on legal

proceedings can be found in EMCOR's Form 10K (which we have provided with our response).

1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;

Offeror has no open or pending litigation initiated by EMCOR Services Arizona or where EMCOR Services Arizona is a defendant or party in any litigation with a Public sector client.

1.11 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,

EMCOR Services Arizona has not had any Public Sector contracts terminated for cause or convenience in the past five (5) years.

1.12 Full disclosure of any criminal or civil offense.

EMCOR Services Arizona has not had any criminal or civil offenses against us in the past five (5) years.

1.13 Offeror shall provide evidence of any Arizona required business license to provide these services.

We have provided our required business licenses below:

Licenses			
Description	**Issuer**	**Number**	**Expiration**
Air Conditioning & Refrigeration	State of Arizona ROC	244611	6/30/20
Specialty Commercial C-77 Plumbing Including Solar	State of Arizona ROC	279512	9/30/20

1.14 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

We have embedded a file containing industry and professional certifications of our technical staff below. In addition, we have provided a high-level summary sheet below:

Name	Position	Yrs. in the Industry	Yrs. with EMCOR	Chiller /HVACR Experience			
				York	Maglev	Trane	Carrier
Don Griffin	Branch Manager	38 Years	12 Years	■	■	■	■
Trevor Curdy	Applied Manager	32 Years	2 Years	■	■	■	■
Cesar Mata	Technical Team Leader	8 Years	1 Year	■	■	■	■
Guy Shepherd	Technical Team Leader	45 Years	12 Years	■	■	■	■
Adam Martian	Technician	8 Years	7 Years	■	■	■	■
Austin Martinez	Technician	1.5 Years	1 Year	■		■	■
Brant Cline	Technician	32 Years	12 Years	■	■	■	■
Brian Dietiker	Technician	28 Years	18 Years	■	■	■	■
Brian Trad	Technician	27 Years	1 Year	■	■	■	■
Cesar Mata	Technician	8 Years	1 Year	■	■	■	■
Chris Keyes	Technician	8 Years	8 Years	■	■	■	■
Ed McCubbin	Technician	16 Years	1 Years	■	■	■	■
Ralph Shipman	Technician	36 Years	9 Years	■	■	■	■
Steve Sully	Technician	28 Years	9 Years	■	■	■	■
Jeremiah Yanez	Technician	17 Years	1 Years	■	■	■	■

QUESTION 2: COMPANY EXPERIENCE

A. What market(s) are your current clients primarily in?

We help meet the complex requirements of today's largest and most dynamic industries, including:

- Healthcare
- Commercial/Industrial
- Education
- Sports & Entertainment
- Retail
- Data/Call Centers
- Financial Services
- Telecommunications
- Government
- District Cooling
- Pharmaceutical
- Biotech
- Semiconductor
- Hospitality

B. What experience do you have serving clients in Business Markets within the State of Arizona?

Since 2008, EMCOR Services Arizona has been a licensed HVAC maintenance, service, and retrofit contracting company headquartered in Phoenix, Arizona and serving clients in most markets across the state. We specialize in industrial and commercial HVAC applications, offering a comprehensive portfolio of fully-integrated, single-source solutions ranging from engineering applications and automated control systems to retro-commissioning and factory-authorized maintenance.

OUR MARKETS

Biotech/Healthcare
-Pharmaceutical
Commercial
-Retail
Education
Entertainment/Sports
Financial Services
Government
Industrial
Technology
-Data/call centers
-Telecommunications

We provide customers consulting and design services that address today's most compelling energy related issues, including chlorofluorocarbon (CFC) phase outs, Leadership in Energy and Environmental Design (LEED) certification, Energy Star products, and other federal energy savings mandates.

After installation, we can develop and manage proactive preventative maintenance plans, and our technicians are available for emergency service around the clock, 24/7/365. By using the latest in advanced equipment and state-of-the-art diagnostic and automated control technologies, we help minimize operating costs without sacrificing system performance. Additionally, we offer convenient packaged solutions that include long-term support, transparent access to project information, and a single point of contact.

C. What is the range in size of your current clients?

Our clients range in size from small telecommunications sites of less than 1,000 square feet through large, multi-site, multi-million square foot portfolios.

D. Provide two (2) examples that exhibit your experience with different types and sizes of (Label) related goods/services for clients?

Below, we have provided two examples that highlight our experience:

Phoenix Sky Harbor International Airport, Phoenix, Arizona

Sky Harbor is Arizona's largest and among the largest commercial airports in the United States. In 2019, the airport served more than 46 million passengers, the most in the airport's history. Sky Harbor is consistently ranked as one of the Top 50 busiest airports in the world.

EMCOR Services Arizona currently performs Full-Service Maintenance at all Terminals, on the Central Plants, Ancillary systems, and water treatment.

Talking Stick Resort/Casino Arizona, Scottsdale, Arizona

Talking Stick Resort is a luxury hotel and casino resort located on the Salt-River Pima Maricopa Indian Reservation. The 240,000 square feet property includes a 98,000 square feet casino, 496 guest rooms, 21 meeting rooms, six entertainment lounges and five restaurants. It also contains a 25,000 square feet Grand Ballroom, a spa spanning 13,000 square feet, a fitness center, Showroom that seats 650 and four pools.

EMCOR Services Arizona Currently perform Full-Service Maintenance at Talking Stick. This service includes all HVAC Equipment, Water Systems, and Water Treatment.

E. How long have you provided goods/services to your longest tenured client?

We have Provided Full Maintenance Services to both Hyatt Regency Hotel in Phoenix, and to Yuma Regional Medical Center for the 12 Years that EMCOR Services branch has been open.

F. Why did your last three former clients cancel their contracts?

The last three clients canceled contracts due to the attrition of the decision-making leadership. When new leadership arrived, they used contractors with whom they had existing relationships.

G. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

We are members of the following HVAC, energy and building management affiliations and associations.

ASHE - American Society of Healthcare Engineers

ASHE is the largest association devoted to professionals who design, build, maintain, and operate hospitals and other health care facilities.

AEE - Association of Energy Engineers

AEE members promote sustainability knowledge and education of advancement in energy services such as energy engineering and management, power generation, renewable and alternative energy.

ARCA/MCA - Air Conditioning, Refrigeration and Mechanical Contractors Association

ARCA/MCA members are consisted of air conditioning, refrigeration and mechanical construction companies interested in receiving the most advanced information and updates on legislation, technology and issues within the industry.

ASHRAE - American Society of Heating Refrigeration & Air Conditioning Engineers

ASHRAE members are dedicated to the advancement of the heating, ventilation, air conditioning and refrigeration industry in order to better serve humanity & promote a sustainable world.

BOMA - Building Owners and Managers Association

BOMA members are commercial property owners, developers and managers committed to providing products and services needed to operate office buildings, corporate offices and medical facilities.

CREW – Commercial Real Estate Women
A network of real estate professionals providing leading commercial real estate education, leadership training, scholarships, and knowledge center for young women. CREW is also a vehicle for relationships that produce business results.

Energy Star - Partner
Mesa teamed with ENERGY STAR in providing energy efficient services, products and practices to save energy in homes, businesses, commercial buildings and industrial plants.

IFMA – International Facility Management Association
An international association, IFMA provides educational programs, certifies facility managers, recognizes facility management certificate programs, conducts research and produces the world's largest facility management conference and exposition.

IREM - Institute of Real Estate Management
IREM serves the commercial and multi-family real estate industry with property management service accreditations, certifications, educational information and resources.

ISPE – International Society for Pharmaceutical Engineering
ISPE members include pharmaceutical science and manufacturing professionals dedicated to engineering pharmaceutical innovation through education, training, publication and resources.

MCAA - Mechanical Contractors Association of America
As members of MCAA, mechanical, plumbing and service contractors receive extensive mechanical and plumbing resources as well as educational programs to ensure success in the mechanical construction industry.

MSCA - Mechanical Service Contractors Association of America
MCSA is a leading national trade association for heating, ventilation, air conditioning and refrigeration contractors.

NAIOP – National Association of Industrial and Office Properties
NAIOP is the Commercial Real Estate Development Association consisting of office, industrial and mixed-use real estate developers, owners and professionals. Members are provided with industry networking and education opportunities for the advancement in sustainable development.

USGBC – United States Green Building Council
USGBC members are committed to working to make green and sustainable buildings available to everyone within a generation.

QUESTION 3: FINANCIAL/ACCOUNTING INFORMATION

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

EMCOR Services Arizona is part of EMCOR Group, Inc., a $9.2 billion, Fortune 500 leader in building, facilities, construction and industrial services. Below we have provided a snapshot from our 2019 10-K and have attached the full document with our response. We have also attached our 2018 Annual Report and 10-K, as well as a recent Dun & Bradstreet report with our submission.

We would also like to point out that despite many of the challenges facing our industry and the country as a whole, we are very proud of our 2020 First Quarter Performance and Earnings. For the first quarter of 2020, revenues are expected to be approximately $2.3 billion, up 6.5% year-over-year. First quarter revenues reflected strength across the business, led by overall double-digit growth in the United States mechanical construction and facilities services segment and the United States industrial services segment.

Tony Guzzi, Chairman, President and Chief Executive Officer of EMCOR, commented, “While we are pleased with our first quarter performance, as the quarter progressed, we quickly activated our contingency plans to ensure business resilience amid the growing threat of COVID-19. Our operating philosophy has always been that we control what we can control and react to disruptions and issues with a disciplined and process-oriented approach that is reflective of our core values of Mission First, People Always. This time is no different. Our attention is focused on the health and safety of our employees and then executing our mission for our customers.”

2019 Audited Income Statement

Income Statement Data
(In thousands, except per share data)

	Years Ended December 31,				
	2019	2018	2017	2016	2015
Revenues	$ 9,174,611	$ 8,130,631	$ 7,686,999	$ 7,551,524	$ 6,718,726
Gross profit	$ 1,355,868	$ 1,205,453	$ 1,147,012	$ 1,037,862	$ 944,479
Impairment loss on goodwill and identifiable intangible assets	$ —	$ 907	$ 57,819	$ 2,428	$ —
Operating income	$ 460,892	$ 403,083	$ 328,902	$ 306,929	$ 285,336
Net income attributable to EMCOR Group, Inc.	$ 325,140	$ 283,531	$ 227,196	$ 181,935	$ 172,286
Basic earnings (loss) per common share:					
From continuing operations	$ 5.78	$ 4.92	$ 3.85	$ 3.05	$ 2.74
From discontinued operations	—	(0.04)	(0.01)	(0.05)	(0.00)
	$ 5.78	$ 4.88	$ 3.84	$ 3.00	$ 2.74
Diluted earnings (loss) per common share:					
From continuing operations	$ 5.75	$ 4.89	$ 3.83	$ 3.02	$ 2.72
From discontinued operations	—	(0.04)	(0.01)	(0.05)	(0.00)
	$ 5.75	$ 4.85	$ 3.82	$ 2.97	$ 2.72

We have attached our audited financial statements and current D&B report as Supplements.

QUESTION 4: PROPOSED PROJECT MEMBERS AND ORGANIZATION

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract. In addition, also state the Members related experience with large local, state or federal government agencies.

We have completed Attachment 3-B and attached it with our response. Please note, we have also provided a high-level summary table in our response to Attachment 3-B later in this response.

QUESTION 5: SUBCONTRACTORS

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

We have completed Attachment 3-C and attached it with our response. Please note, in our response to Attachment 3-C later in this response, we also address each of the questions that were asked in the form regarding our subcontractors.

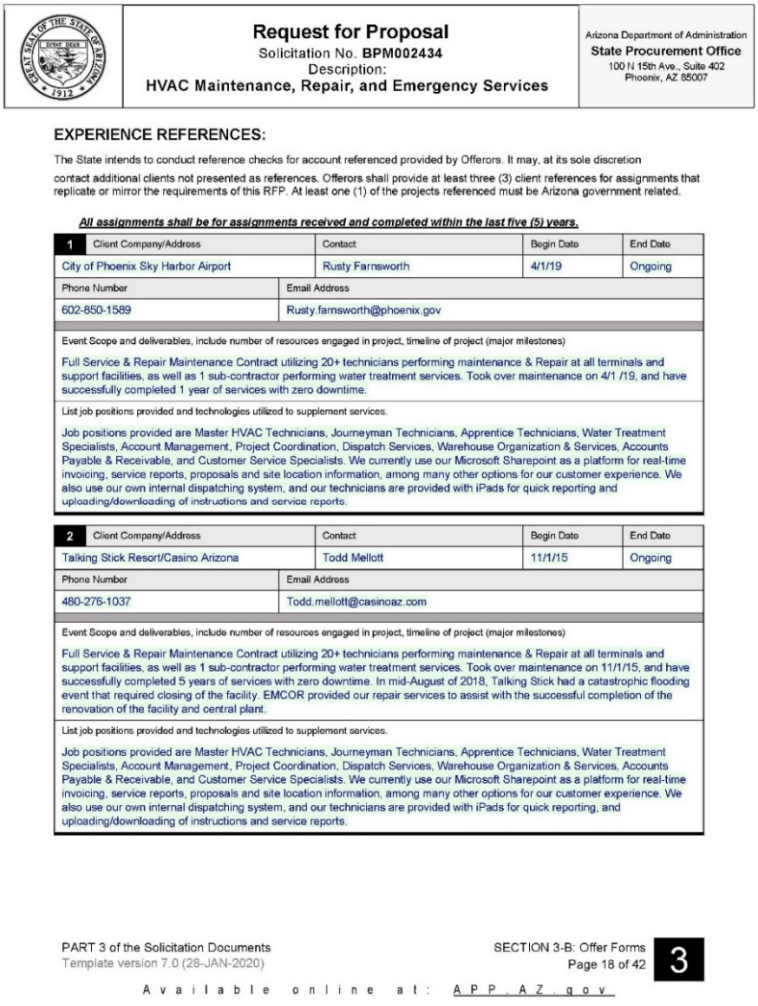
QUESTION 6: COPIES OF ALL APPLICABLE CERTIFICATES AND LICENSES

We have attached our technician certifications and licenses as a Supplement and titled it "Attachment 2A Supplement (#4 of 5) – EMCOR Arizona Technician Certs."

EXPERIENCE REFERENCE

We have both attached a screenshot and embedded the completed Experience Reference Forms and provided a high-level summary of these references below:

Company Name	Address	Contract Years	Reference	Tel. Number	Email Address
Phoenix Sky Harbor Airport	Phoenix, AZ	1	Rusty Farnsworth	602-850-1589	Rusty.farnsworth@phoenix.gov
Talking Stick Resort	Scottsdale, AZ	4	Todd Mellott	480-850-7788	Todd.mellott@talkingstickresort.com
Apple, Inc	Mesa, AZ	1	Leslie Pawlowski	312-890-0854	lpawlowski@apple.com
Yuma Regional Medical	Yuma, AZ	12	Bruce Atwell	928-336-7216	Batwell@yumaregional.com



Request for Proposal
Solicitation No. **BPM002434**
Description:
HVAC Maintenance, Repair, and Emergency Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion contact additional clients not presented as references. Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

All assignments shall be for assignments received and completed within the last five (5) years.

1	Client Company/Address	Contact	Begin Date	End Date
	City of Phoenix Sky Harbor Airport	Rusty Farnsworth	4/1/19	Ongoing
Phone Number		Email Address		
602-850-1589		Rusty.farnsworth@phoenix.gov		

Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)

Full Service & Repair Maintenance Contract utilizing 20+ technicians performing maintenance & Repair at all terminals and support facilities, as well as 1 sub-contractor performing water treatment services. Took over maintenance on 4/1 /19, and have successfully completed 1 year of services with zero downtime.

List job positions provided and technologies utilized to supplement services.

Job positions provided are Master HVAC Technicians, Journeyman Technicians, Apprentice Technicians, Water Treatment Specialists, Account Management, Project Coordination, Dispatch Services, Warehouse Organization & Services, Accounts Payable & Receivable, and Customer Service Specialists. We currently use our Microsoft Sharepoint as a platform for real-time invoicing, service reports, proposals and site location information, among many other options for our customer experience. We also use our own internal dispatching system, and our technicians are provided with iPads for quick reporting and uploading/downloading of instructions and service reports.

2	Client Company/Address	Contact	Begin Date	End Date
	Talking Stick Resort/Casino Arizona	Todd Mellott	11/1/15	Ongoing
Phone Number		Email Address		
480-276-1037		Todd.mellott@casinoaz.com		

Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)

Full Service & Repair Maintenance Contract utilizing 20+ technicians performing maintenance & Repair at all terminals and support facilities, as well as 1 sub-contractor performing water treatment services. Took over maintenance on 11/1/15, and have successfully completed 5 years of services with zero downtime. In mid-August of 2018, Talking Stick had a catastrophic flooding event that required closing of the facility. EMCOR provided our repair services to assist with the successful completion of the renovation of the facility and central plant.

List job positions provided and technologies utilized to supplement services.

Job positions provided are Master HVAC Technicians, Journeyman Technicians, Apprentice Technicians, Water Treatment Specialists, Account Management, Project Coordination, Dispatch Services, Warehouse Organization & Services, Accounts Payable & Receivable, and Customer Service Specialists. We currently use our Microsoft Sharepoint as a platform for real-time invoicing, service reports, proposals and site location information, among many other options for our customer experience. We also use our own internal dispatching system, and our technicians are provided with iPads for quick reporting, and uploading/downloading of instructions and service reports.

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	Request for Proposal Solicitation No. **BPM002434** Description: **HVAC Maintenance, Repair, and Emergency Services**	Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 402 Phoenix, AZ 85007

3	Client Company/Address	Contact	Begin Date	End Date
	Apple, Inc	Leslie Pawlowski	1/1/19	Ongoing
Phone Number		Email Address		
312-890-0854		lpawlowski@apple.com		

Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)

Full Service & Repair Maintenance Contract for 9 Central Plant Chillers, utilizing 20+ technicians performing maintenance & Repair. Took over maintenance on 1/1/19, and have successfully completed 1 year of services with zero downtime.

List job positions provided and technologies utilized to supplement services.

Job positions provided are Master HVAC Technicians, Journeyman Technicians, Apprentice Technicians, Water Treatment Specialists, Account Management, Project Coordination, Dispatch Services, Warehouse Organization & Services, Accounts Payable & Receivable, and Customer Service Specialists. We currently use our Microsoft Sharepoint as a platform for real-time invoicing, service reports, proposals and site location information, among many other options for our customer experience. We also use our own internal dispatching system, and our technicians are provided with iPads for quick reporting, and uploading/downloading of instructions and service reports.

4	Client Company/Address	Contact	Begin Date	End Date
	Yuma Regional Medical Center	Bruce Atwell	1/1/09	Ongoing
Phone Number		Email Address		
928-336-7216		batwell@yumaregional.org		

Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)

Full Service & Repair Maintenance Contract for 6 Central Plant Chillers, utilizing 20+ technicians performing maintenance & Repair. Took over maintenance on 1/1/09, and have successfully completed 11 year of services with zero downtime.

List job positions provided and technologies utilized to supplement services.

Job positions provided are Master HVAC Technicians, Journeyman Technicians, Apprentice Technicians, Water Treatment Specialists, Account Management, Project Coordination, Dispatch Services, Warehouse Organization & Services, Accounts Payable & Receivable, and Customer Service Specialists. We currently use our Microsoft Sharepoint as a platform for real-time invoicing, service reports, proposals and site location information, among many other options for our customer experience. We also use our own internal dispatching system, and our technicians are provided with iPads for quick reporting and uploading/downloading of instructions and service reports.

End of Attachment 2-A

Attachment 2A
Experience.pdf

Proprietary & Confidential

ATTACHMENT 2-B: ORGANIZATIONAL PROFILE

We have completed **Attachment 2-B: Organizational Profile** as part of this response per the requested format in the RFP instructions. We have both attached a screenshot and embedded this document below.

Request for Proposal
Solicitation No. **BPM002434**
Description:
HVAC Maintenance, Repair, and Emergency Services

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 2-B
Organization Profile

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

ORGANIZATION PROFILE

Firm Name	Mesa Energy Systems Inc. (DBA EMCOR Services Arizona)	Year established	1984
Principal address (street, city, state)	4125 E. Madison St., Phoenix, AZ		
Entity type:	Corporation	Structure:	x
Branch or Division:	Branch	Parent:	EMCOR Group, Inc.
Years of experience providing goods similar in type and quantity as required by this Solicitation.			36
Years of experience performing services similar in size and scope as required by this Solicitation.			30
Years the organization has conducted business in Arizona.			12

Contract Representatives to Contact

	Name	Title	Telephone Number	E-Mail Address
1.	Chris Worley	Account Manager	602-540-3551	cworley@emcor.net
2.	Don Griffin	Branch Manager	602-441-6279	dgriffin@emcor.net
3.	Trevor Curdy	Service Manager	602-329-0801	tcurdy@emcor.net

Licenses/Certifications

	Description	Issuer	Number	Expiration
4.	Air Conditioning & Refrigeration	State of Arizona ROC	244611	6/30/20
5.	Specialty Commercial C-77 Plumbing Including Solar	State of Arizona ROC	279512	9/30/20

Financial Information (attach financial statements with income/balance sheets as Supplements)

	Rating/Issuer	Score/Rank	Date
6.	Dun & Bradstreet	5A2	4/22/20

Capacity

	Location	Work Performed	Number Staff	Capacity
7.	Arizona	HVAC/Plumbing/Pipefitting	125	24/7/365 Ready

ATTACHMENT 2-B SUPPLEMENTS:
(Offeror to insert as required and list here or type "None" on first line)

	Title	Document Date	No. of pages	Purpose in Offer
8.	Key Personnel Certifications	4/30/20	82	EMCOR Services Arizona Personnel Certifications
9.	Sub-Contractor Certifications - IEI	4/30/20	3	Subcontractor Certification Requirements
10.	D&B Report	4/22/20	54	Financial Stability and Information
11.	RFP Response – EMCOR Services Arizona	4/30/20	52	Aggregated EMCOR Services Arizona RFP Response
12.	EMCOR 2019 Form 10-K	2/27/20	111	Two years audited financial statement
13.	EMCOR 2018 Annual Report (including Form 10-k)	2/21/19	122	Two years audited financial statement

End of Attachment 2-B

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Attachment 2B
Organizational Profi

Proprietary & Confidential

EMCOR Services
Mesa Energy Systems

ATTACHMENT 3-A: METHOD PROPOSAL (METHOD OF APPROACH)

QUESTION 1

Offeror shall clearly state your understanding of the scope of work and acceptance of all requirements.

We are uniquely positioned to provide the State of Arizona with an all-encompassing, 100% self-performance HVAC support platform. We look to align our approach to the needs, objectives and expectations of the specific client. To that end, we understand that State of Arizona's needs include: streamlining operations, developing a single source for HVAC Preventative Maintenance across all sites, protect HVAC assets, extend asset useful operating life and ensure reliability and fast action in the case of emergencies. We are uniquely positioned to provide State of Arizona with an all-encompassing, HVAC preventative maintenance services support platform. We will also be drawing from our operational team to provide specialty services and a broad array of experts who have the capability to improve the operational efficiencies of your sites. Our goal is to reduce operating costs through a superior delivery platform and a proactive approach to HVAC and chiller services.

Philosophy

EMCOR Services Arizona's vision and goals are based on three very important premises:

- Technologies (CMMS, handhelds, GPS, energy optimization tools, etc.) and processes exist to ensure HVAC and Chiller systems operate at optimum efficiency.
- Very few corporations have invested in these technologies, and as a result, many are spending significantly more money operating their HVAC and Chiller systems (and, in turn their facilities) than is necessary Through our work order management, these technologies and processes can be developed centrally, and be cost effectively deployed across a broad real estate portfolio.

That said, and based on these premises, EMCOR Services Arizona's vision can be summarized as follows:

- Understand each client's HVAC and Chiller requirements in terms of their overall business objectives.
- Create a contractual partnership, in which our goals and objectives are tied directly to our client's corporate goals and objectives.
- Selectively deploy technology and process controls that bring value to the client.
- Use the data and information that these technologies and process controls offer to make better decisions regarding HVAC and Chiller life cycle costs.
- Operate and maintain building systems in a manner that optimizes safety, energy usage, and occupant comfort with environmentally-friendly operational practices.
- At all times, provide flexible, responsive support to our clients' needs.

We have reviewed Part 2: Scope, Pricing and Terms and Conditions in detail, and with regards to our understating and the scope of work and acceptance of all requirements, we have prepared the matrix below:

SECTION 2-A: SCOPE OF WORK	EMCOR Services Arizona Acceptance
1.0 Introduction	☑
2.0 Objective	☑
3.0 Clarifications	☑
4.0 Service Requirements - General	☑
5.0 Services for Mechanical Systems	☑
6.0 Quality Control and Performance Data	☑

Proprietary & Confidential

SECTION 2-B: PRICING DOCUMENT	EMCOR Services Arizona Acceptance
1.0 Compensation	☑
2.0 Pricing	☑
3.0 Funding	☑
4.0 Invoicing	☑
5.0 Payments	☑
6.0 Exhibits to the Pricing Document	☑
SECTION 2-C: SPECIAL TERMS & CONDITIONS	**EMCOR Services Arizona Acceptance**
1.0 Definition of Terms	☑
2.0 Contract Interpretation	☑
3.0 Contract Administration and Operation	☑
4.0 Costs and Payments	☑
5.0 Contract Changes	☑
6.0 Risk and Liability	☑
7.0 Warranties	☑
8.0 State's Contractual Remedies	☑
9.0 Contract Termination	☑
10.0 Contract Claims	☑
11.0 General Provisions for Materials	☑
12.0 General Provisions for Services	☑
13.0 Data and Information Handling	☑
14.0 Information Technology Work	☑
SECTION 2-D: UNIFORM TERMS & CONDITIONS	**EMCOR Services Arizona Acceptance**
1.0 Definition of Terms	☑
2.0 Contract Interpretation	☑
3.0 Contract Administration and Operation	☑
4.0 Costs and Payments	☑
5.0 Contract Changes	☑
6.0 Risk and Liability	☑
7.0 Warranties	☑
8.0 State's Contractual Remedies	☑
9.0 Contract Termination	☑
10.0 Contract Claims	☑
11.0 Arbitration	☑
12.0 Comments Welcome	☑

QUESTION 2

Offeror shall provide a description of an inter-organizational structured communication process that will support a successful business relationship.

From an inter-organizational structured communication process, EMCOR Services Arizona's approach is to provide strong operational and functional account management and seamless service to each location. At no time will any other site within the portfolio suffer any service limitations. We ensure this by surrounding each site operationally with a robust communication and a strategy of a proactive management with standard meeting schedules and consistent agendas.

There would be daily phone and email communication between the Account Manager and a variety of contacts at the State of Arizona and other EMCOR team members. Status updates are provided in the form of comprehensive reporting and operational summaries. The Account Manager and the operations team are available at any time as an escalation point and to resolve any issues or answer any questions for the client.

Weekly conference calls would be scheduled with the State of Arizona and would involve the State's team, EMCOR's Account Manager, and key members of EMCOR's site operations staff. Other parties may be brought into the discussion as needed. The purpose of this call is to review the past week, plan for the coming week, discuss new initiatives and ideas, and provide status updates on projects.

EMCOR can also schedule regular calibration sessions with the designated client representative. The emphasis of these sessions is to maintain consistency in the asset monitoring and evaluation process.

Quarterly business reviews are scheduled within 30 days of the end of each quarter. The purpose of the quarterly business review is to analyze the relationship over the previous three months, to develop plans and strategies for the future, to review and evaluate ongoing specific projects, and to discuss any upcoming strategic business initiatives.

GOVERNANCE

Further, to ensure accountability at every level, we recommend the development and implementation of a Joint Governance team because we feel strongly that Account Governance is key to the continuous improvement and optimization of any account. Our joint Governance Team will proactively address all strategic and tactical aspects of the account at the Strategic, Tactical and Local levels. Through this proven management structure, we will be able to provide a robust feedback network that can shape behavior and initiative.

The governance team membership includes client representatives and EMCOR Services Arizona team members as well as EMCOR contract start-up and support personnel. The governance team will meet weekly prior to the contract start and several months after implementation.

After this period, we will move to monthly local and tactical meetings and quarterly strategic meetings. The governance team's initial meeting will focus on contract transition. Subsequent meetings will focus on key performance index results, financial budget to actual, special projects and continuous improvements.

Typical Governance and Communication Meeting Frequencies and Agenda Topics

The chart below includes typical agendas we would recommend for each of the meetings. We would also recommend an Annual Review (which would generally take place in lieu of one of the Quarterly Reviews each year) to truly develop comprehensive action plans and roadmaps for the year to come.

Team	Frequency	Typical Meeting Agenda
Strategic	**Quarterly**	• Strategic direction • Client strategy alignment with EMCOR program • Quarterly activity/volumes/financials • Performance against contract • Service levels • Support issues • Cost reductions/service enhancements • Benchmarking results • Key personnel changes
Tactical	**Monthly**	• Tactical direction • Develop continuous improvement initiatives • Monthly activity/volumes/financials • Performance against contracts • Service levels • Support issues • Cost reductions/service enhancements • Benchmarking results • Key personnel changes
Operational	**Monthly**	• Client satisfaction • Implement and drive continuous improvement initiatives • Local/regional monthly activity/volumes/financials • Performance on key factors • Explanation of any escalated problems, corrective actions & outstanding issues • Suggestions for improvements to services • Bringing issues to the attention of the appropriate level of management • Water Treatment

OUR TECHNOLOGY PLATFORM: CMMS AND WEB-BASED PORTAL ENSURE TRANSPARENCY

Our CMMS and web-based portal is a proprietary enterprise project and asset management system with custom add-ons a mobile workforce extension. Our technology integrates our financial management and work management applications into a unified delivery platform. This platform includes the valuable functionality necessary to effectively manage assets, work, materials (inventory and procurement), resources (labor, crafts, vendors, tools), preventive maintenance, condition monitoring, failure analysis, and all relative metrics and reporting. The EMCOR Services Arizona system forces standard data capture, regardless of mechanism of data entry, which assures good compilation of activity.

The Power of Visibility

The ability to view all aspects of our clients' work order management from one streamlined portal any time of the day– our system is a comprehensive window to the entire process, helping clients make more informed decisions at a moment's notice. The more you can view, the more you can initiate and respond to.

The Power of Access

In addition to viewing all work order/invoice/schedule/contract activity, easy access to that information is a must – and our system puts it all at your fingertips. The centralized model acts as a hub for both Web-based and mobile access, entry and response. With everything under one roof, work order management has never been so easy.

The Power of Sharing

The collaborative nature of our system makes it easy to share data – and benefit from that real-time sharing. With all financials, work management and reporting functions linked together, everyone on your team stays up-to-the-minute on all spending and maintenance activity, so there are no surprises.

The EMCOR Services Arizona portal provides real time insight into the following:

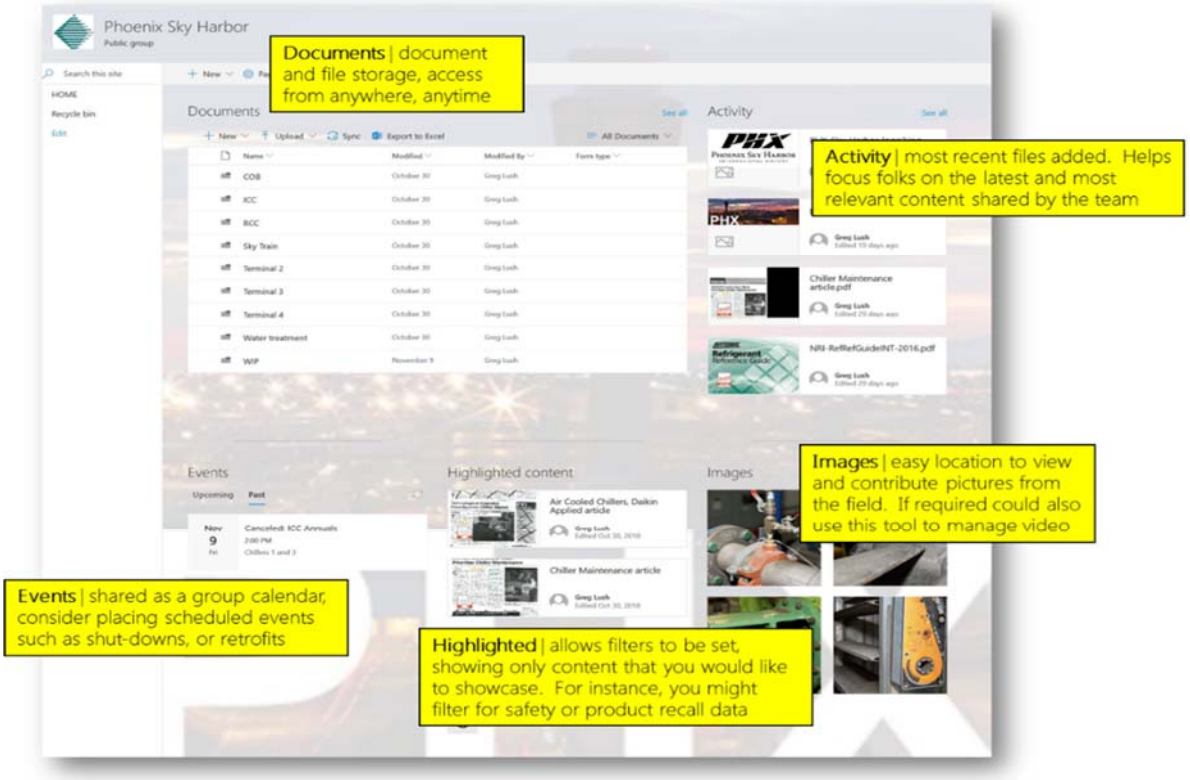
- Contact Information
- Reporting
- Work Orders
- Schedules
- Invoices
- Contracts
- Equipment Inventory
- Drawings & Schematics
- Equipment cost tracking
- Maintenance procedures
- Service line cost
- Work order data
- Safety procedures
- Alarm Management
- Inspection Reports
- Training

Enhanced Reporting

EMCOR Services Arizona will meet monthly to review PM schedules/reports, status of repairs, scheduled projects and overall service quality. All reports and documentation related to the program, as described later in this response, will be available in real-time in our web-based portal that will developed and customized for this requirement.

Technology Screenshots

Below we have provided some sample screenshots from an existing client and explanations for our customized platform and portal. State-Appointed Individuals can be granted secure access to this portal by providing an email account only.



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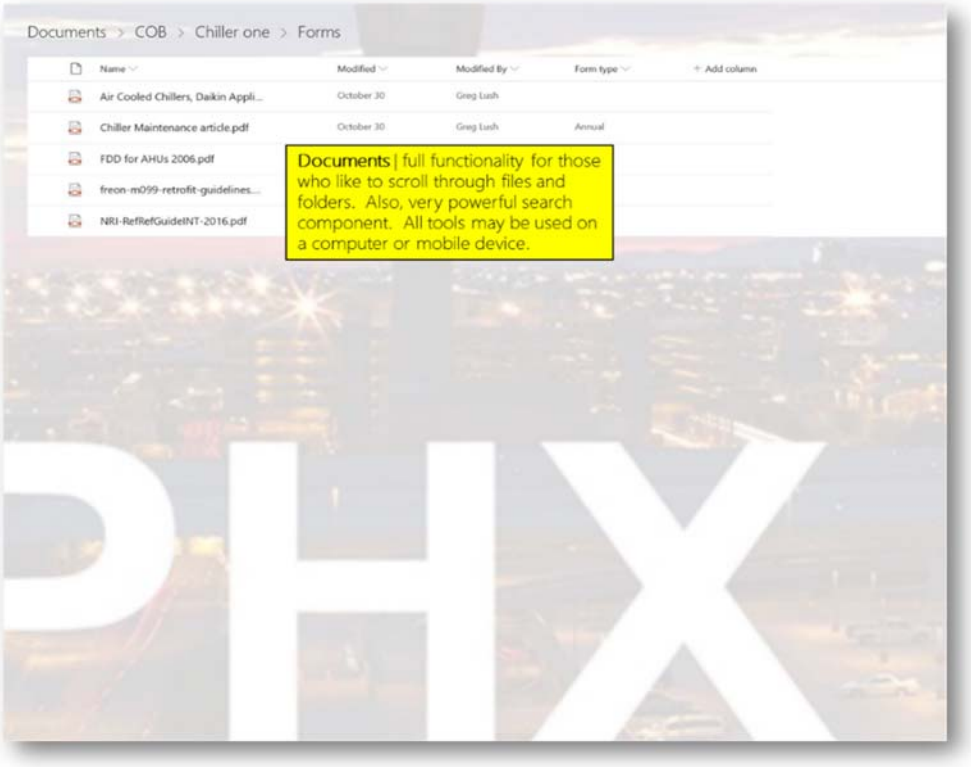
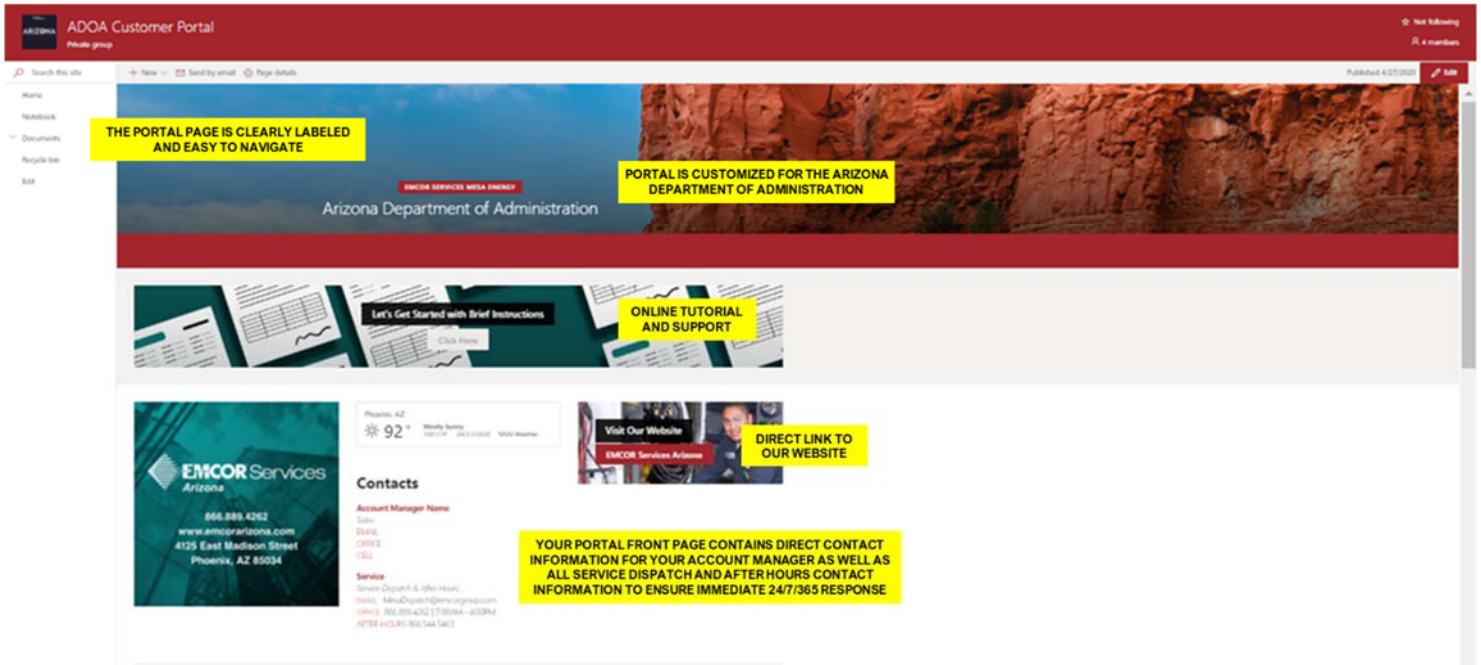
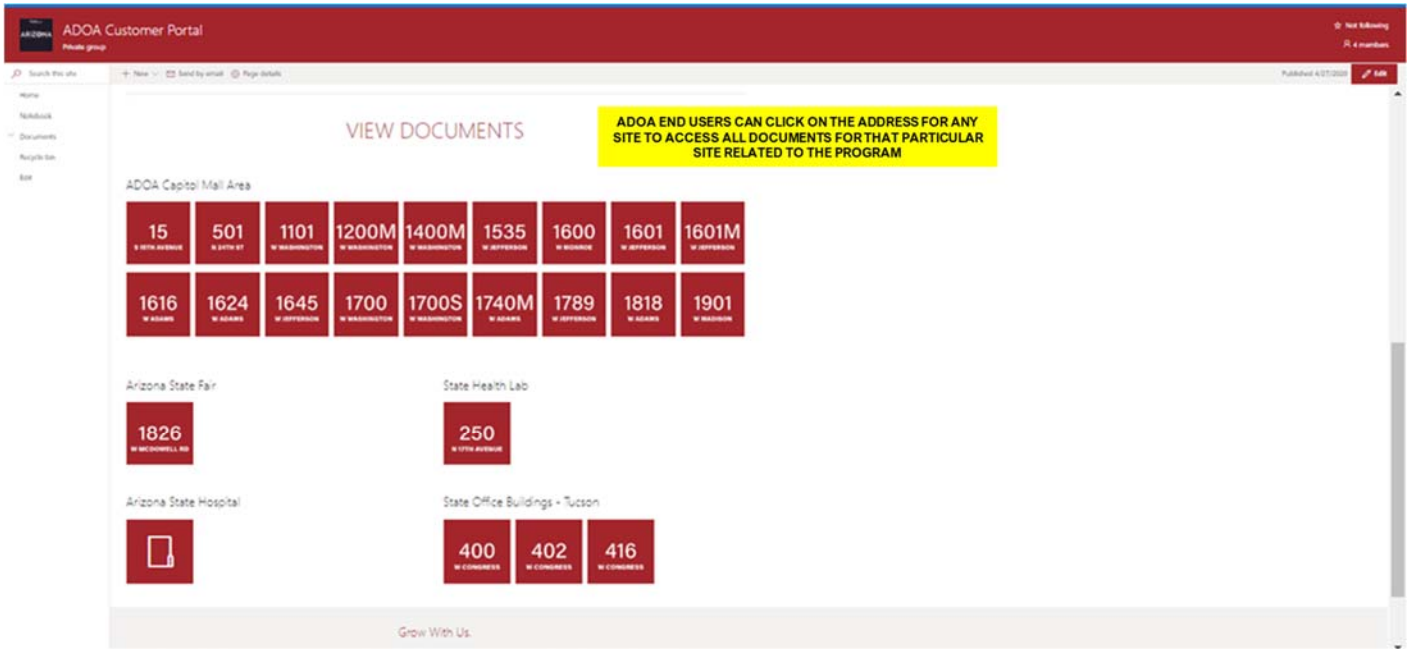


Below is a screenshot of the ADOA site Demo:



Proprietary & Confidential

Each location will have subfolders containing supporting documentation, uploaded from the field technicians, or office, in real-time:



QUESTION 3

Offeror shall provide a description of how your organization tracks problem resolution and customer satisfaction in a quantifiable manner to ensure quality service.

We also conduct surveys, which are used by management to find common areas of satisfaction or dissatisfaction to determine necessity of operational adjustments or retraining needs. This information is included in the monthly operational report.

We believe it is critically important for our team to react quickly to customer feedback and to adapt our services to suit our customers' needs each day of the week. We investigate any complaint or re-work request and complete if determined that the technician did not fully satisfy the requirement. If an issue arises, we immediately notify the appropriate State representative of the work requested, the work performed and the source of the disagreement.

Further, we have an in-house team of Quality Assurance and Quality Control professionals whose responsibility is to ensure that we are providing best-in-class services and meeting our client's expectations.

To that end, we have a number of programs in place that we can leverage on the State of Arizona's behalf for this requirement:

Client Satisfaction Program	• Customer feedback is always important, and we actively seek this out. • We have a Client Satisfaction Program where an independent Mesa auditor (who reports directly to Mesa's executive management team) meets with each of our customers on a routine basis to address any issues that the customer may have. • EMCOR Services Arizona believes that service quality accommodates customer's perceptions, as well as defined metrics. • We then use these to focus on lessons learned and best practices, as well as to ensure continuous improvement
Self-Inspection Program and Audits	• Defined inspection schedules, conducted by EMCOR Services Arizona supervisors and other technical subject matter experts • Routine quality checks and building tours – compliance with code built into QC checklists • Inspections include reviewing preventive maintenance and service repair records for critical items • Bi-annual quality audit completed by EMCOR Services Arizona Account Manager • Quarterly quality audit completed by Mesa Applied Equipment Manager • Annual audit completed by EMCOR Services Arizona Corporate Quality Team Leader
Communications Program	• Key stakeholder/governance meetings • Performance reviews and reports • Quality and safety meetings and reports • Quarterly business review covers program performance, budgets, schedules, code/ compliance issues, capital planning
Training Programs	• Quality control process training • Customer service training • Mandatory continuous learning, training, and re-certifications for technicians to meet and exceed industry standards and project requirements through our National Training Center located in Phoenix
Identifying Problems and Potential Deficiencies	• Inspections (visual, test, analytical) • Planned and scheduled samplings and audits • Trouble call tickets • Trend analyses • Customer feedback via client satisfaction program
Corporate Quality Control	• Corporate quality managers support transition • Annual quality and safety audits
Metric Reporting Program	• Reports are customized based on program KPIs and benchmarks • For example, reports include service completion / backlog tracking information, deficiency and rework rollups
Documentation, Records, Reporting	• Inspections, analysis, and corrective actions documented in CMMS or other quality management system • Monthly reports include data consolidation and analysis, compliance, performance, customer satisfaction • Reports quickly itemize services and serve as a continued resource for policies, standard forms, and best practices • High level of captured details, including inspector name, type of inspection, inspection percentage, and frequency
Customer Quality Evaluations	• Customer feedback and surveying • Reporting and continuous communications • Customer satisfaction training • Performance plans
Defined QC Responsibilities	• Independent authority from program to ensure performance standards and client satisfaction • Overall responsibility for design, development, and deployment of quality program
Subcontractor Quality Control	• Quarterly audits and inspections • Requirements and governing specifications, documents and guidelines are flowed down contractually • Subcontractors selected using quality program compliance and performance as one of their selection criteria

QUESTION 4

Offeror shall provide a description of your complaint resolution process. The description should include a clear, hierarchical path for complaint escalation.

Our escalation process is focused on identifying and resolving problems at the appropriate levels in the organization. If a problem is identified, the escalation path would initiate with the first responder (technician, Account Coordinator), then proceed up to the Technical Team Lead, then Account Manager, then Operations Manager and finally to EMCOR's Branch Manager. In addition, EMCOR recommends conducting regular business reviews to assess performance and service delivery, to identify any gaps in service, and to map out a course of corrective action, if necessary. The lessons gained from such meetings are shared with all team members and leads to the best partnerships and highest levels of client satisfaction.

Below, we have provided a visual representation of this process, along with our proposed resolution hierarchy:

Order	Role
1	Technician/ Coordinator/Dispatcher
2	Technical Team Lead
3	Account Manager
4	Operations Manager
5	Branch Manager

Historically, 95%+ of all issued are resolved before reaching the Account Manager

ATTACHMENT 3-B: KEY PERSONNEL PROPOSAL

We have completed **Attachment 3-B: Key Personnel Proposal** as part of this response per the requested format in the RFP instructions. We have also provided a high-level summary of this information in our response to Question 4: Proposed Project Members and Organization in the Experience and Capacity Questionnaire section.

Key EMCOR Personnel

- **Don Griffin, Branch Manager,** has over 38 years of experience as a technician and account management. He transitioned to a full-time management role in 2006 and, since 2008, has led EMCOR Services Arizona through a very successful time with some very high-profile clients. His experience with the technical side, coupled with his savvy customer skills demonstrates his ability to provide world class service to our customers. He has extensive knowledge of high-profile maintenance contracts such as this, as well as the full expectations required for this partnership.
- **Toni Klenner, Operations Manager,** has 18 years of experience in the HVAC industry. As the Operations Manager, Toni is highly involved with the day to day operations of the company. She insures customer satisfaction and customer follow up. She also Implements and maintains reinforcement of processes and service applications so that our customers are 100% satisfied with the service we provide and quickly mitigates any issues that may arise.
- **Chris Worley, Account Manager,** has over 16 years' experience in the HVAC industry working as an account manager for multiple manufacturers of Pumps, Cooling Towers, and Boilers. Chris's expertise is the customer experience. His track record demonstrates this as he currently manages some of our largest accounts.
- **Trevor Curdy, Applied Services Manager,** has over 32 years of experience in the industrial and commercial HVAC industry. He is factory certified on Carrier, York, McQuay and Trane centrifugal and screw chillers. Trevor's expertise is all things York as evidenced by the many certifications. He is a York Certified Master Technician.

- **Andrew Gauthier, Applied Service Coordinator,** Andrew has many years' experience in the customer service industry, and he is a key team player as he will be a main point of contact for creating service tickets and scheduling technicians. Andrew will be intelligently dispatching technicians to calls based on skill set and company needs and will be updating the customer portal so that service records can be viewed in real time.
- **Ralph Shipman, Special Projects,** has 36 years of experience and has vast knowledge on district cooling and thermal storage. He is formally with York International. He assisted starting the first district cooling plant in Phoenix at "NorthWind". He is a respected and hard-working member of our team and his experience is dynamic & invaluable.
- **Guy Shepherd, Technical Team Leader,** has 45 years of experience and is factory certified on Carrier, York, McQuay, and Trane Centrifugal, screw chillers and absorbers. Guy worked with York International for 16 years. As our most tenured and experienced Chiller Technician, Guy is a mentor for many of our Apprentices.
- **Cesar Mata, Technical Team Leader,** has 8 years of experience in the industrial and commercial HVAC industry between Johnson Controls (York) and EMCOR Services Arizona. He has the ability to do teardowns of chillers, pumps, & towers. He is certified to work on York chillers.
- **Ed McCubbin, Technician,** a Master York Mechanic, has 16 years in the HVAC Industry, having worked for the York Factory Rep for 15 Years. He is a great leader of some of our youngest technicians and can perform any number of tasks related to Chillers and related Systems.
- **Brian Trad, Technician,** is a Senior Factory Trained York Specialist and a factory trained Carrier Master Mechanic. He has 27 years of experience in the HVAC industry as an Applied Professional. He has extensive experience with the State Contract, having worked at multiple locations while working for the incumbent.
- **Jeremiah Yanez, Technician,** has 17 Years of experience in the HVAC industry. He is a York Master Mechanic, and has certifications in Toshiba Medium Voltage Drives, and ABB, Danfoss and Eaton Drives. He is capable of everything from basic troubleshooting to full Chiller Teardowns. He is a great mentor for some of our younger technicians.
- **Brant Cline, Technician,** has over 32 years of experience in the industrial and commercial HVAC industry. He is certified on Carrier, York, McQuay and Trane centrifugal and screw chillers, as well as Cleaver Brooks Boilers. Brant's expertise is retrofit/ overhaul of centrifugal and screw chillers including Frick, Dunham Bush, Carrier, York, McQuay and Trane.
- **Chris Keyes, Technician,** has 8 years of experience. Chris joined EMCOR as a first-year apprentice is currently a journeyman and is an up and coming applied technician.
- **Adam Martian, Technician,** has 7 years of experience in the HVAC industry. He started with EMCOR in his early apprenticeship and is now a Journeyman. He is also Multi Stack Factory Certified. He has the ability to do teardowns of chillers, pumps, & towers. Adam is well rounded on all manufacturer's equipment.
- **Austin Martinez, Technician,** has 1.5 years of experience and brings 2-1/2 years of training through the apprenticeship program, as well as 2 years performing maintenance on Trane machines.

Supporting Roles:

- Tim Bennett, Pipefitter Superintendent
- Eber Villagomez, Lead Plumber
- Jason Osback, Plumber
- Lee McCarthy, Lead Plumber/Service Plumber
- Edwin Enriquez, HVAC/Sheet Metal Technician
- Kirk Good, Pipefitter, Welder
- Tim Glass, Pipefitter, Welder

In addition, we have both attached a screenshot and embedded this document below.

EMCOR Services
Mesa Energy Systems

	Request for Proposal Solicitation No. **BPM002434** Description: **HVAC Maintenance, Repair, and Emergency Services**	Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 402 Phoenix, AZ 85007

Attachment 3-B

Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work**. Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

1	Name:	Don Griffin	How long with company?	12 Years
	Current position in company:	Branch Manager	How long in position?	2 years
	Position for the Services:	Branch Manager	How much of time will be dedicated to the Services?	20 %
	What primary functions will be assigned?	Oversees all operational aspects including distribution, customer service, human resources, and administration execution of maintenance contracts, service and projects.		
	Describe person's experience in performing services like those that are to be assigned:	Don is the branch manager, and he oversees all of our operations including quoting, service, projects and business operations. Don currently is managing the Phoenix Sky Harbor contract in the same capacity. His sign-off ensures that the work we do is per the contract.		
	List person's job-related training and education:	Don has over 37 years of experience as a technician and account management. He transitioned to a full-time management role in 2006 and has led EMCOR Services Arizona through a very successful time with some very high profile clients. His experience with the technical side, coupled with his savvy customer skills demonstrates his ability to provide world class service to our customers. He has extensive knowledge of high-profile maintenance contracts such as this, as well as the full expectations required for this partnership.		
	Resume:	Please see RFP Response for more information on Don Griffin.		

2	Name:	Chris Worley	How long with company?	6 years
	Current position in company:	Account Manager	How long in position?	6 years
	Position for the Services:	Account Manager	How much of time will be dedicated to the Services?	20-50 %
	What primary functions will be assigned?	Will be managing the account to achieve long-term success while also handling customers' needs. He will be the point of contact for all sales and account related inquiries.		

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Describe person's experience in performing services like those that are to be assigned:	Chris currently works in the capacity of an account manager, and as such, manages the customer experience. This includes customer service, quoting, job walks, and general account management. He currently manages Talking Stick Resort, Apple, Inc., and Chase Data, among others. He has successfully managed those accounts for 6 years.
List person's job-related training and education:	Chris has over 15 years' experience in the HVAC industry working as an account manager for multiple manufacturers of Pumps, Cooling Towers, and Boilers. Chris's expertise is the customer experience. His track record demonstrates this as he currently manages some of our largest accounts. He attended GCU to study Marketing and has used his knowledge to the customers benefit.
Resume:	Please see RFP Response for more information on Chris Worley.

3	**Name:**	**Trevor Curdy**	How long with company?	1 years
	Current position in company:	Applied Service Manager	How long in position?	1 years
	Position for the Services:	Service Manager	How much of time will be dedicated to the Services?	20-30 %
	What primary functions will be assigned?	Acts as Applied Service Manager, Master Technician & Subject Matter Expert. He is responsible for the successful execution of the work within the contract. He is the direct supervisor for all Applied technicians.		
	Describe person's experience in performing services like those that are to be assigned:	Trevor has over 30 years of experience in the industrial and commercial HVAC industry. He has worked in this capacity at Mesa Energy Systems for 1 year, and for many more with his prior employer. He has successfully provided his services for this contract while employed with the incumbent.		
	List person's job-related training and education:	He is factory certified on Carrier, York, McQuay and Trane centrifugal and screw chillers. Trevor's expertise is all things York as evidenced by the many certifications. He is a York Certified Master Technician. His certifications are attached in our RFP Response.		
	Resume:	Please see RFP Response for more information on Trevor Curdy.		

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4	**Name:**	**Andrew Gauthier**	How long with company?	1 years
Current position in company:		Applied Service Coordinator	How long in position?	1 years
Position for the Services:		Service Coordinator	How much of time will be dedicated to the Services?	20-50%
What primary functions will be assigned?		Andrew will be the primary contact for service-related items. He will be responsible for dispatching, billing, customer service inquiries, documentation & updating customer records based on interactions		
Describe person's experience in performing services like those that are to be assigned:		Andrew has many years of experience in the customer service industry and he is a key team player as he will be a main point of contact for creating service tickets and scheduling technicians. Andrew will be intelligently dispatching technicians to calls based on skill set and company needs and will be updating the customer portal so that service records can be viewed in real time. Andrew worked for years as the dispatcher for another company before coming aboard. He is currently the Primary Coordinator for the Phoenix Sky Harbor contract, and is responsible for all service-related inquiries, maintenance reports, and additional work.		
List person's job-related training and education:		Andrew worked for the Incumbent for 10 years. Andrew worked as a service dispatcher for this contract and attended multiple meetings on behalf the service team. His experience with this contract is invaluable since he already has existing relationships with some of the people at the State of Arizona.		
Resume:		Please see RFP Response for more information on Andrew Gauthier.		

5	**Name:**	**Toni Klenner**	How long with company?	12 years
Current position in company:		Operations Manager	How long in position?	2 years
Position for the Services:		Operations Manager	How much of time will be dedicated to the Services?	10 %
What primary functions will be assigned?		Manages overall operations & is responsible for the effective management of labor, productivity, quality control & safety measures		
Describe person's experience in performing services like those that are to be assigned:		Toni has 18 years of experience in the HVAC industry. As the Operations Manager, Toni is highly involved with the day to day operations of the company. She insures customer satisfaction and customer follow up. She also Implements and maintains reinforcement of processes and service applications so that our customers are 100% satisfied with the service we provide and quickly mitigates any issues that may arise.		
List person's job-related training and education:		Toni currently oversees the day to day operations along with the branch manager, and her experience with the Sky Harbor and Apple contracts have given her the insight to how we will provide service to the State of Arizona.		
Resume:		Please see RFP Response for more information on Toni Klenner.		

EMCOR Services
Mesa Energy Systems

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5	**Name:**	**Ed McCubbin**	How long with company?	1 years
Current position in company:		Lead Technician	How long in position?	1 years
Position for the Services:		Lead Technician	How much of time will be dedicated to the Services?	100 %
What primary functions will be assigned?		As a lead technician, he will be responsible for dedicating his time to ensuring the maintenance of the equipment assigned in this RFP, including scope items, and full repair of the equipment, when necessary. He will report to our Service manager.		
Describe person's experience in performing services like those that are to be assigned:		Ed McCubbin, a Master York Mechanic, has 16 years in the HVAC Industry, having worked for the York Factory Rep for 15 Years. He is a great leader of some of our youngest technicians and can perform any number of tasks related to Chillers and related Systems.		
List person's job-related training and education:		Ed holds certifications for many York products, including YT/YK Centrifugals, YVAA, Latitude VSD, and Shaft Seals. He has experience with virtually all York Chiller components, and has performed everything from basic maintenance to full teardowns, and everything in between.		
Resume:		Please see RFP Response for more information on Ed McCubbin.		

6	**Name:**	**Brian Trad**	How long with company?	1 years
Current position in company:		Lead Technician	How long in position?	1 years
Position for the Services:		Lead Technician	How much of time will be dedicated to the Services?	100 %
What primary functions will be assigned?		As a lead technician, he will be responsible for dedicating his time to ensuring the maintenance of the equipment assigned in this RFP, including scope items, and full repair of the equipment, when necessary. He will report to our Service manager.		
Describe person's experience in performing services like those that are to be assigned:		Brian is a Senior Factory Trained York Specialist and a factory trained Carrier Master Mechanic. He has 27 years of experience in the HVAC industry as an Applied Professional. He has extensive experience with the State Contract, having worked at multiple locations while working for the incumbent.		
List person's job-related training and education:		Brian has many certifications, including Carrier VFD, Carrier Operation & Maintenance, Carrier 19XR & 23XRV Specialist, 30XA Training, as well as York Certifications. His direct knowledge of the equipment on the RFP is invaluable.		
Resume:		Please see RFP Response for more information on Brian Trad.		

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7	**Name:**	**Jeremiah Yanez**	How long with company?	1 years
	Current position in company:	Lead Technician	How long in position?	1 years
	Position for the Services:	Lead Technician	How much of time will be dedicated to the Services?	50 %
	What primary functions will be assigned?	As a lead technician, he will be one of the Primary technicians on the different sites during maintenance procedures, and during repairs. He will be available to the other technicians for any issues with equipment.		
	Describe person's experience in performing services like those that are to be assigned:	Jeremiah has 17 Years of experience in the HVAC industry. He is a York Master Mechanic, and has certifications in Toshiba Medium Voltage Drives, and ABB, Danfoss and Eaton Drives. He is capable of everything from basic troubleshooting to full Chiller Teardowns. He is a great mentor for some of our younger technicians.		
	List person's job-related training and education:	Jeremiah is a York Master Mechanic, as evidenced by the many York certifications. He is certified on YVWA, YVAA, YCAV, YMC2, Latitude VSD, Optiview, and Vibration Analysis, among others. He also has experience in Toshiba Medium Voltage Drives, ABB, Danfoss and Eaton Drives.		
	Resume:	Please see RFP Response for more information on Jeremiah Yanez.		

8	**Name:**	**Cesar Mata**	How long with company?	2 years
	Current position in company:	Lead Technician	How long in position?	2 years
	Position for the Services:	Lead Technician	How much of time will be dedicated to the Services?	50 %
	What primary functions will be assigned?	As a lead technician, he will be one of the Primary technicians on the different sites during maintenance procedures, and during repairs. He will be available to the other technicians for any issues with equipment.		
	Describe person's experience in performing services like those that are to be assigned:	Cesar has 7 ½ years of experience in the industrial and commercial HVAC industry between Johnson Controls (York) and EMCOR Mesa. He currently works in this capacity at all of our other major contracts as a go-to technician for York products.		
	List person's job-related training and education:	He has the ability to do teardowns of chillers, pumps, & towers. He is a certified factory-trained mechanic for York chillers as evidenced by his certifications. He is certified on Screw, Reciprocating and magnetic bearing chillers, and he is also certified on LiquiFlo products (Rockwell).		
	Resume:	Please see RFP Response for more information on Cesar Mata.		

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9	Name:	Michael Smith	How long with company?	2 years
	Current position in company:	Lead Technician	How long in position?	2 years
	Position for the Services:	Lead Technician	How much of time will be dedicated to the Services?	50 %
	What primary functions will be assigned?	As a lead technician, he will be one of the Primary technicians on the different sites during maintenance procedures, and during repairs. He will be available to the other technicians for any issues with equipment.		
	Describe person's experience in performing services like those that are to be assigned:	Michael has 8 years of experience in the HVAC industry. He has experience working on York, Trane and Carrier Chillers. He has experience on York machines as that has been his specialty in his career. Michael has been working on the Sky Harbor Maintenance contract. He is a great technician who is trusted with many difficult jobs and has a reputation as hard worker.		
	List person's job-related training and education:	Michael has certifications in York YT/YK Chillers, Liquiflo-Rockwell Automation, Daikin Chillers, Refrigerant handling, Motor & Testing, Screw Liquid Chillers, & Electrical Troubleshooting.		
	Resume:	Please see RFP Response for more information on Michael Smith.		

10	Name:	Brant Cline	How long with company?	12 years
	Current position in company:	Lead Technician	How long in position?	12 years
	Position for the Services:	Lead Technician	How much of time will be dedicated to the Services?	50 %
	What primary functions will be assigned?	As a lead technician, he will be one of the Primary technicians on the different sites during maintenance procedures, and during repairs. He will be available to the other technicians for any issues with equipment.		
	Describe person's experience in performing services like those that are to be assigned:	Brant has over 25 years of experience in the industrial and commercial HVAC industry. Brant's expertise is retrofit/ overhaul of centrifugal and screw chillers including Frick, Dunham Bush, Carrier, York, McQuay and Trane.		
	List person's job-related training and education:	In addition to Brant's field experience, he has certifications for Carrier Centrifugal Disassembly/re-assembly Certification, Carrier XL/XR Operation Certification, Carrier Tech level Service Certification, McQuay Theory & Assembly Certification, Entech Microprocessor Training, Cleaver Brooks Boiler Certification, York Certified, & Medium Voltage/4160 Certified.		
	Resume:	Please see RFP Response for more information on Brant Cline.		

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11	**Name:**	**Chris Keyes**	How long with company?	8 years
	Current position in company:	Applied/Commercial Technician	How long in position?	4 years
	Position for the Services:	Applied/Commercial Technician	How much of time will be dedicated to the Services?	25 %
	What primary functions will be assigned?	As an Applied/Commercial technician, he will be responsible with assisting the primary technicians with maintenance and repair of the equipment in this RFP.		
	Describe person's experience in performing services like those that are to be assigned:	Chris brings a lot of energy and enthusiasm to work every day. He is qualified to work on a number of chillers, and is currently operating as both a commercial technician, working on packaged units and light commercial, and is also working with some of our more seasoned journeyman on Chiller maintenance and repairs. Chris joined EMCOR as a first-year apprentice is currently a journeyman and is an up and coming applied technician.		
	List person's job-related training and education:	Chris has certifications on Trane Centrivac Operations & Maintenance, as well as Controls, and York YK Centrifugal Chillers.		
	Resume:	Please see RFP Response for more information on Chris Keyes.		

12	**Name:**	**Adam Martian**	How long with company?	8 years
	Current position in company:	Applied/Commercial Technician	How long in position?	4 years
	Position for the Services:	Applied/Commercial Technician	How much of time will be dedicated to the Services?	25 %
	What primary functions will be assigned?	As an Applied/Commercial technician, he will be responsible with assisting the primary technicians with maintenance and repair of the equipment in this RFP.		
	Describe person's experience in performing services like those that are to be assigned:	Adam has 8 years of experience in the HVAC industry. He started with EMCOR in his early apprenticeship and is now a Journeyman. He has the ability to do teardowns of chillers, pumps, & towers. Adam is well rounded on all manufacturer's equipment.		
	List person's job-related training and education:	Adam has certifications on Trane Centrivac Operations & Maintenance, as well as Controls He is also Multi Stack Factory Certified.		
	Resume:	Please see RFP Response for more information on Adam Martin.		

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12	**Name:**	**Austin Martinez**	How long with company?	3 years
	Current position in company:	Commercial Technician	How long in position?	2 years
	Position for the Services:	Commercial Technician	How much of time will be dedicated to the Services?	25 %
	What primary functions will be assigned?	As a Commercial technician, he will be responsible with assisting the primary technicians with maintenance and repair of the equipment in this RFP.		
	Describe person's experience in performing services like those that are to be assigned:	Austin has 3 years of experience and brings 2 years of training through the apprenticeship program, as well as performing maintenance on Trane machines.		
	List person's job-related training and education:	Austin's training through local 469 as an apprentice allows him to gain valuable experience through working with many of the technicians in our company. Currently, he has experience with maintenance on Trane machines, and will gain experience through OJT.		
	Resume:	Please see RFP Response for more information on Austin Martinez.		

Attachment 3B Key Personnel.pdf

Proprietary & Confidential

ATTACHMENT 3-C: PROPOSED SUBCONTRACTORS

We have completed **Attachment 3-C: Proposed Subcontracts** as part of this response per the requested format in the RFP instructions. We have also provided a high-level summary of this information in our response to Question 5: Subcontractors in the Experience and Capacity Questionnaire section of this document.

QUESTION 1

Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.

Below we provide information for each of the two subcontractors that we propose using to support this contract:

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HVAC Maintenance, Repair, and Emergency Services

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State Procurement Office
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Attachment 3-C
Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

○ NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

● YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	IEI	YES	EDDY Current Services	2%
2.	CSSI	YES	Water Treatment Services	15%
3.	Name	select		
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		
10.	Name	select		

End of Attachment 3-C

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Attachment 3C Key Subs.pdf

QUESTION 2

Provide copies of relevant certifications each one possesses in the Attachment Supplements section.

We have provided all relevant certifications in the Attachment Supplements section and embedded this information below as well. As noted, CSSI (the incumbent supplier of Water Treatment Services) does not currently have any certifications but are members of AWT (Association of Water Technologies). In addition, all of CSSI's employees have:

- Completed training for the American Ladder Institutes ladder safety program
- Completed lockout-tagout training
- Attended quarterly company health and safety training,
- Participated in ongoing vehicle maintenance and safety training including monitoring with HUM GPS systems
- Submitted to five-year criminal background checks and 39-month MVR driving records

We have attached our technician certifications and licenses as a Supplement and titled it "Attachment 2A Supplement (#5 of 5) – Key Subcontractor Certs."

QUESTION 3

Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.

We integrate our subcontractors into our project teams, so that the client sees a seamless, integrated service provider – regardless of whether the work is performed by an EMCOR employee or a subcontractor. We structure each subcontract so that each contractor has a designated scope of work, budget, and contract deliverables. We also flow down contractual requirements for safety, quality, and environmental compliance to each contractor.

Features of EMCOR's approach to teaming and subcontract management include:

- For each subcontractor, we negotiate a specific SOW, establish financial terms, and assign a technical supervisor, such as a functional area lead, from within our management team
- The technical supervisor provides overall technical guidance and direction
- Where appropriate, subcontractors are required to provide monthly status reports to their technical managers, which are then integrated into our overall monthly report
- During the transition and vendor onboarding process, EMCOR provides a client specific operating procedure so they understand your team's goals and way of operating prior to receiving a work order and coming onsite to perform services.

Each service has its own terms and conditions consistent with the terms and conditions of our contract with our client. Managing these service contracts well starts with the supplier selection process. EMCOR establishes a specific set of supplier qualification criteria including criteria required by our client. We establish performance metrics for key measurements such as employee retention, safety, and quality.

QUESTION 4

State may demand additional information about proposed subcontractors as a precondition of award.

We understand this and will comply with any requests for additional information.

ATTACHMENT 3-D: BOYCOTT OF ISRAEL DISCLOSURE

We have completed **Attachment 3-D: Boycott of Israel Disclosure** per the requested format in the RFP instructions. In addition, we have both attached a screenshot and embedded this document below.

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Attachment 3-D

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

...

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

☒ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*

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☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

☐ Solicitation or Contract has an estimated value of less than $100,000;
☐ Contractor is a sole proprietorship;
☐ Contractor has fewer than ten (10) employees; and/or
☐ Contractor is a non-profit organization.

Mesa Energy Systems, Inc. (dba EMCOR Services Arizona)	
Company Name	Signature of Person Authorized to Sign
4125 E. Madison St.	Don Griffin
Address	Printed Name
Phoenix AZ 85034	Branch Manager
City State Zip	Title

End of Attachment 3-D

Attachment 3D
Boycott of Israel Dis

ATTACHMENT 4: PRICING SHEET

We have completed **Attachment 4: Pricing Sheet** as part of this response per the requested format in the RFP instructions. As requested, our proposed Pricing Sheet is attached separately from this document.

ATTACHMENT 5-A: CONFIDENTIAL INFORMATION DESIGNATION

We have completed **Attachment 5-A: Confidential Information Designation** as part of this response per the requested format in the RFP instructions and both attached a screenshot and embedded this document below.

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Attachment 5-A
Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer **along with the appropriate supporting information** to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

●	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
○	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Offeror Company Name	Signature of Authorized Person
Mesa Energy Systems Inc. (dba EMCOR Services Arizona)	
4125 E. Madison St.	Don Griffin
Address	**Printed Name**
Phoenix, AZ 85034	Branch Manager
City / State / Zip	**Title**

End of Attachment 5-A

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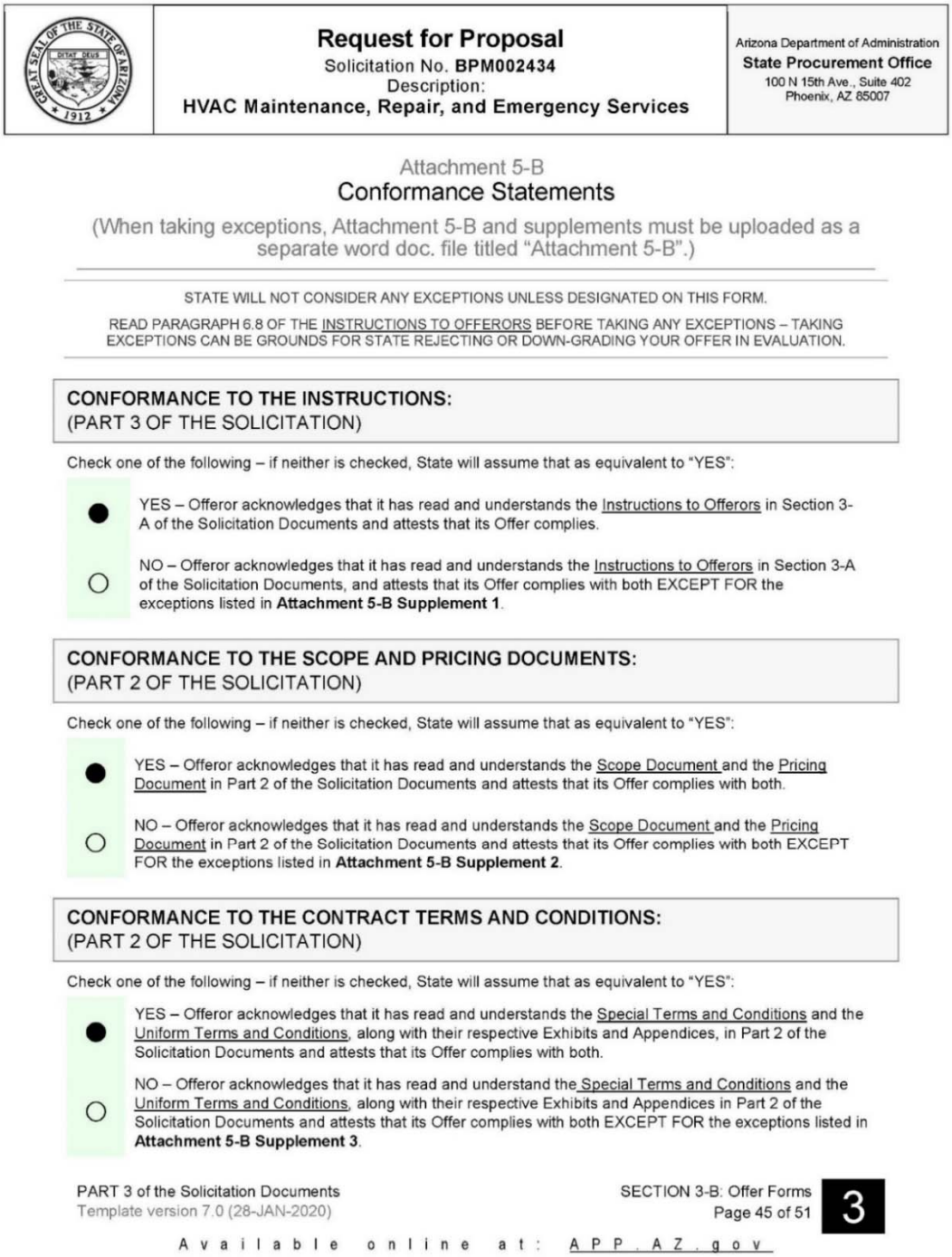
Attachment 5A
Confidential Inform

ATTACHMENT 5-B: CONFORMANCE STATEMENTS

We have completed **Attachment 5-B: Conformance Statements** as part of this response per the requested format in the RFP instructions and both attached a screenshot and embedded this document below.



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Attachment 5-B
Conformance Statements

(When taking exceptions, Attachment 5-B and supplements must be uploaded as a separate word doc. file titled "Attachment 5-B".)

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

● YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies.

○ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE SCOPE AND PRICING DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

● YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

● YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

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ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 3-A: Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

Mesa Energy Systems Inc. (dba EMCOR Services Arizona)

Company Name

Signature of Person Authorized to Sign

EMCOR Services
Mesa Energy Systems

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ATTACHMENT 5-B Supplement No. 2:

Exceptions to Scope of Work and Pricing

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 2-A: Scope of Work		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Section 2-B: Pricing Document		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

Mesa Energy Systems Inc. (dba EMCOR Services Arizona)
Company Name

Signature of Person Authorized to Sign

	Request for Proposal Solicitation No. **BPM002434** Description: **HVAC Maintenance, Repair, and Emergency Services**	Arizona Department of Administration **State Procurement Office** 100 N 15th Ave., Suite 402 Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 2-C: Special Terms & Conditions		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 2-D: Uniform Terms & Conditions		
x	X Exception: Rationale:	x
x	X Exception: X Rationale:	x

Mesa Energy Systems Inc. (dba EMCOR Services Arizona) — Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B

Attachment 5B
Conformance Staten

ATTACHMENT 5-C: LETTER OF INSURABILITY

We have our Letter of Insurability and both attached a screenshot and embedded this document below.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2019

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

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

PRODUCER	CONTACT NAME:
***MARSH USA INC 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Phone: 866-966-4664 Emcor.Certrequest@marsh.com / Fax: 203-229-6787 332800-EMCOR-AZ-19-20 TCOLE	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MESA ENERGY SYSTEMS, INC. D/B/A EMCOR SERVICES ARIZONA 4125 E. MADISON STREET PHOENIX, AZ 85034	INSURER A : Continental Casualty Company	20443
	INSURER B : American Casualty Company of Reading, PA	20427
	INSURER C : Transportation Insurance Co	20494
	INSURER D : Continental Insurance Company	35289
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-009055128-42 **REVISION NUMBER:** 21

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GL 6078848337	10/01/2019	10/01/2020	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	25,000
							PERSONAL & ADV INJURY	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	6,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	14,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			BUA 6078848368	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
							Auto Physical Damage	$	Included
D	X UMBRELLA LIAB X OCCUR			CUE 6050250605	10/01/2019	10/01/2020	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED X RETENTION $ 10,000							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 6 78864408 (AOS)	10/01/2019	10/01/2020	X PER STATUTE OTH-ER		
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A		WC 6 78854106 (CA)	10/01/2019	10/01/2020	E.L. EACH ACCIDENT	$	1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 6 78856454 (AZ, OR, WI)	10/01/2019	10/01/2020	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
MESA ENERGY SYSTEMS, INC. D/B/A EMCOR SERVICES ARIZONA 4125 E. MADISON STREET PHOENIX, AZ 85034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: 332800
LOC #: Norwalk

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY ***MARSH USA INC	NAMED INSURED MESA ENERGY SYSTEMS, INC. D/B/A EMCOR SERVICES ARIZONA 4125 E. MADISON STREET PHOENIX, AZ 85034
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE $500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:
IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER
SCHEDULE
1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.
FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.
2. NAME:
NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER

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PDF

Attachment 5C
Letter of Insurability

ATTACHMENT 5-D: RESERVED

Attachment 5-D does not have any documents or attachments associated with it and we have not attached or included any additional content or materials in this section.

ATTACHMENT 5-E: OFFER CHECKLIST

We have completed **Attachment 5-E: Offer Checklist** as part of this response per the requested format in the RFP instructions.

	DOCUMENT	SUBMITTED
1.	Attachment 1: Offer and Acceptance Form	☒ YES ☐ no
2.	Attachment 2-A: Experience and Capacity Questionnaire	☒ YES ☐ no
3.	Attachment 2-B: Organization Profile	☒ YES ☐ no
4.	Attachment 3-A: Method Proposal	☒ YES ☐ no
5.	Attachment 3-B: Key Personnel Proposal	☒ YES ☐ no
6.	Attachment 3-C: Proposed Subcontractors	☒ YES ☐ no
7.	Attachment 3-E: Israel Boycott Disclosure	☒ YES ☐ no
8.	Attachment 4: Pricing Sheets	☒ YES ☐ no
9.	Attachment 5-A: Confidential Information Designation	☒ YES ☐ no
10.	Attachment 5-B: Conformance Statements	☒ YES ☐ no
11.	Attachment 5-C: Letter of Insurability	☒ YES ☐ no
12.	Attachment 5-D: Reserved	☒ YES ☐ no
13.	Attachment 5-E: Offer Checklist	☒ YES ☐ no

Checklist.pdf

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide ***HVAC Maintenance, Repair, and Emergency Services*** in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	**1.** 4/30/20 Date	DG initial						
Revised Offers:	**2.** x date #1	x initial	**3.** x date #1	x initial	**4.** x date #1	x initial		
	5. x date #4	x initial	**6.** x date #5	x initial	**7.** x date #6	x initial		
Best and Final Offer:	**8.** x Date	x initial						

EMCOR Services Mesa Energy Systems	
Offeror company name	Signature of person authorized to sign Offer
4125 E. Madison St.	Don Griffin, Branch Manager
Address	Printed name and title
Phoenix, AZ 85034	Don Griffin, Branch Manager
City | State | ZIP	Contact name and title
33-0112640	dgriffin@emcor.net 602-314-3189
Federal tax identifier (EIN or SSN)	Contact Email Address / Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: _____ **The effective date of the Contract is:** _____ (Date) **Contract awarded** _____ (Date)

Attachment 2-A

Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

1.1 Brief overview of business operations, with an emphasis on experience in regards to the scope of work.

1.2 Date established;

1.3 Ownership (public, partnership, subsidiary, etc.);

1.4 Location in which the Offeror is incorporated;

1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;

1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer;

1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;

1.8 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;

1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;

1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;

1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;

1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,

1.13 Full disclosure of any criminal or civil offense.

1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.

1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

Question 2: Company Experience

A. What market(s) are your current clients primarily in?
B. What experience do you have serving clients in Business Markets within the State of Arizona?
C. What is the range in size of your current clients?
D. Provide two (2) examples that exhibit your experience with different types and sizes of (Label) related goods/services for clients?
E. How long have you provided goods/services to your longest tenured client?
F. Why did your last three former clients cancel their contracts?
G. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

Question 3: Financial/Accounting Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

Question 4: Proposed Project Members and Organization

Utilize Attachment 3-B to identify Key Personnel to be utilized to perform services within a resultant contract.

In addition, also state the Members related experience with large local, state or federal government agencies.

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

Question 5: Subcontractors

Utilize Attachment 3-C to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

Question 6: Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the related goods/services being proposed.

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion contact additional clients not presented as references. Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

All assignments shall be for assignments received and completed within the last five (5) years.

1	Client Company/Address	Contact	Begin Date	End Date
	City of Phoenix Sky Harbor Airport	Rusty Farnsworth	4/1/19	Ongoing

Phone Number	Email Address
602-850-1589	Rusty.farnsworth@phoenix.gov

Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)

Full Service & Repair Maintenance Contract utilizing 20+ technicians performing maintenance & Repair at all terminals and support facilities, as well as 1 sub-contractor performing water treatment services. Took over maintenance on 4/1 /19, and have successfully completed 1 year of services with zero downtime.

List job positions provided and technologies utilized to supplement services.

Job positions provided are Master HVAC Technicians, Journeyman Technicians, Apprentice Technicians, Water Treatment Specialists, Account Management, Project Coordination, Dispatch Services, Warehouse Organization & Services, Accounts Payable & Receivable, and Customer Service Specialists. We currently use our Microsoft Sharepoint as a platform for real-time invoicing, service reports, proposals and site location information, among many other options for our customer experience. We also use our own internal dispatching system, and our technicians are provided with iPads for quick reporting and uploading/downloading of instructions and service reports.

2	Client Company/Address	Contact	Begin Date	End Date
	Talking Stick Resort/Casino Arizona	Todd Mellott	11/1/15	Ongoing

Phone Number	Email Address
480-276-1037	Todd.mellott@casinoaz.com

Event Scope and deliverables, include number of resources engaged in project, timeline of project (major milestones)

Full Service & Repair Maintenance Contract utilizing 20+ technicians performing maintenance & Repair at all terminals and support facilities, as well as 1 sub-contractor performing water treatment services. Took over maintenance on 11/1/15, and have successfully completed 5 years of services with zero downtime. In mid-August of 2018, Talking Stick had a catastrophic flooding event that required closing of the facility. EMCOR provided our repair services to assist with the successful completion of the renovation of the facility and central plant.

List job positions provided and technologies utilized to supplement services.

Job positions provided are Master HVAC Technicians, Journeyman Technicians, Apprentice Technicians, Water Treatment Specialists, Account Management, Project Coordination, Dispatch Services, Warehouse Organization & Services, Accounts Payable & Receivable, and Customer Service Specialists. We currently use our Microsoft Sharepoint as a platform for real-time invoicing, service reports, proposals and site location information, among many other options for our customer experience. We also use our own internal dispatching system, and our technicians are provided with iPads for quick reporting, and uploading/downloading of instructions and service reports.

3	Client Company/Address	Contact	Begin Date	End Date
	Apple, Inc	Leslie Pawlowski	1/1/19	Ongoing

Phone Number	Email Address
312-890-0854	lpawlowski@apple.com

Event Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)

Full Service & Repair Maintenance Contract for 9 Central Plant Chillers, utilizing 20+ technicians performing maintenance & Repair. Took over maintenance on 1/1/19, and have successfully completed 1 year of services with zero downtime.

List job positions provided and technologies utilized to supplement services.

Job positions provided are Master HVAC Technicians, Journeyman Technicians, Apprentice Technicians, Water Treatment Specialists, Account Management, Project Coordination, Dispatch Services, Warehouse Organization & Services, Accounts Payable & Receivable, and Customer Service Specialists. We currently use our Microsoft Sharepoint as a platform for real-time invoicing, service reports, proposals and site location information, among many other options for our customer experience. We also use our own internal dispatching system, and our technicians are provided with iPads for quick reporting, and uploading/downloading of instructions and service reports.

4	Client Company/Address	Contact	Begin Date	End Date
	Yuma Regional Medical Center	Bruce Atwell	1/1/09	Ongoing

Phone Number	Email Address
928-336-7216	batwell@yumaregional.org

Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)

Full Service & Repair Maintenance Contract for 6 Central Plant Chillers, utilizing 20+ technicians performing maintenance & Repair. Took over maintenance on 1/1/09, and have successfully completed 11 year of services with zero downtime.

List job positions provided and technologies utilized to supplement services.

Job positions provided are Master HVAC Technicians, Journeyman Technicians, Apprentice Technicians, Water Treatment Specialists, Account Management, Project Coordination, Dispatch Services, Warehouse Organization & Services, Accounts Payable & Receivable, and Customer Service Specialists. We currently use our Microsoft Sharepoint as a platform for real-time invoicing, service reports, proposals and site location information, among many other options for our customer experience. We also use our own internal dispatching system, and our technicians are provided with iPads for quick reporting and uploading/downloading of instructions and service reports.

End of Attachment 2-A

Attachment 2-B

Organization Profile

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

ORGANIZATION PROFILE

Firm Name	Mesa Energy Systems Inc. (DBA EMCOR Services Arizona)	Year established	1984
Principal address (street, city, state)	4125 E. Madison St., Phoenix, AZ		
Entity type:	Corporation	Structure:	x
Branch or Division:	Branch	Parent:	EMCOR Group, Inc.
Years of experience providing goods similar in type and quantity as required by this Solicitation.			36
Years of experience performing services similar in size and scope as required by this Solicitation.			30
Years the organization has conducted business in Arizona.			12

Contract Representatives to Contact

	Name	Title	Telephone Number	E-Mail Address
1.	Chris Worley	Account Manager	602-540-3551	cworley@emcor.net
2.	Don Griffin	Branch Manager	602-441-6279	dgriffin@emcor.net
3.	Trevor Curdy	Service Manager	602-329-0801	tcurdy@emcor.net

Licenses/Certifications

	Description	Issuer	Number	Expiration
4.	Air Conditioning & Refrigeration	State of Arizona ROC	244611	6/30/20
5.	Specialty Commercial C-77 Plumbing Including Solar	State of Arizona ROC	279512	9/30/20

Financial Information (attach financial statements with income/balance sheets as Supplements)

	Rating/Issuer	Score/Rank	Date
6.	Dun & Bradstreet	5A2	4/22/20

Capacity

	Location	Work Performed	Number Staff	Capacity
7.	Arizona	HVAC/Plumbing/Pipefitting	125	24/7/365 Ready

ATTACHMENT 2-B SUPPLEMENTS:
(Offeror to insert as required and list here or type "None" on first line)

	Title	Document Date	No. of pages	Purpose in Offer
8.	Key Personnel Certifications	4/30/20	82	EMCOR Services Arizona Personnel Certifications
9.	Sub-Contractor Certifications - IEI	4/30/20	3	Subcontractor Certification Requirements
10.	D&B Report	4/22/20	54	Financial Stability and Information
11.	RFP Response – EMCOR Services Arizona	4/30/20	52	Aggregated EMCOR Services Arizona RFP Response
12.	EMCOR 2019 Form 10-K	2/27/20	111	Two years audited financial statement
13.	EMCOR 2018 Annual Report (including Form 10-k)	2/21/19	122	Two years audited financial statement

End of Attachment 2-B

Attachment 3-A

Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Offeror shall clearly state your understanding of the Scope of Work and acceptance of all Requirements.

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

Question 2: Offeror shall provide a description of an inter-organizational structured communication process that will support a successful business relationship.

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

Question 3: Offeror shall provide a description of how your organization tracks problem resolution and customer satisfaction in a quantifiable manner to ensure quality service.

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

Question 4: Offeror shall provide a description of your complaint resolution process. The description should include a clear, hierarchical path for complaint escalation.

Offeror Response:

We have provided this response within the RFP Document (labeled "EMCOR Services Arizona RFP Document."

End of Attachment 3-A

Attachment 3-B
Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work**. Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form. If there are more than three (3) Key Personnel, please utilize the same form for each additional Personnel.

1	**Name:**	**Don Griffin**	How long with company?	12 Years
	Current position in company:	Branch Manager	How long in position?	2 years
	Position for the Services:	Branch Manager	How much of time will be dedicated to the Services?	20 %
	What primary functions will be assigned?	Oversees all operational aspects including distribution, customer service, human resources, and administration execution of maintenance contracts, service and projects.		
	Describe person's experience in performing services like those that are to be assigned:	Don is the branch manager, and he oversees all of our operations including quoting, service, projects and business operations. Don currently is managing the Phoenix Sky Harbor contract in the same capacity. His sign-off ensures that the work we do is per the contract.		
	List person's job-related training and education:	Don has over 37 years of experience as a technician and account management. He transitioned to a full-time management role in 2006 and has led EMCOR Services Arizona through a very successful time with some very high profile clients. His experience with the technical side, coupled with his savvy customer skills demonstrates his ability to provide world class service to our customers. He has extensive knowledge of high-profile maintenance contracts such as this, as well as the full expectations required for this partnership.		
	Resume:	Please see RFP Response for more information on Don Griffin.		

2	**Name:**	**Chris Worley**	How long with company?	6 years
	Current position in company:	Account Manager	How long in position?	6 years
	Position for the Services:	Account Manager	How much of time will be dedicated to the Services?	20-50 %
	What primary functions will be assigned?	Will be managing the account to achieve long-term success while also handling customers' needs. He will be the point of contact for all sales and account related inquiries.		

Describe person's experience in performing services like those that are to be assigned:	Chris currently works in the capacity of an account manager, and as such, manages the customer experience. This includes customer service, quoting, job walks, and general account management. He currently manages Talking Stick Resort, Apple, Inc., and Chase Data, among others. He has successfully managed those accounts for 6 years.
List person's job-related training and education:	Chris has over 15 years' experience in the HVAC industry working as an account manager for multiple manufacturers of Pumps, Cooling Towers, and Boilers. Chris's expertise is the customer experience. His track record demonstrates this as he currently manages some of our largest accounts. He attended GCU to study Marketing and has used his knowledge to the customers benefit.
Resume:	Please see RFP Response for more information on Chris Worley.

3	**Name:**	**Trevor Curdy**	How long with company?	1 years
	Current position in company:	Applied Service Manager	How long in position?	1 years
	Position for the Services:	Service Manager	How much of time will be dedicated to the Services?	20-30 %
	What primary functions will be assigned?	Acts as Applied Service Manager, Master Technician & Subject Matter Expert. He is responsible for the successful execution of the work within the contract. He is the direct supervisor for all Applied technicians.		
	Describe person's experience in performing services like those that are to be assigned:	Trevor has over 30 years of experience in the industrial and commercial HVAC industry. He has worked in this capacity at Mesa Energy Systems for 1 year, and for many more with his prior employer. He has successfully provided his services for this contract while employed with the incumbent.		
	List person's job-related training and education:	He is factory certified on Carrier, York, McQuay and Trane centrifugal and screw chillers. Trevor's expertise is all things York as evidenced by the many certifications. He is a York Certified Master Technician. His certifications are attached in our RFP Response.		
	Resume:	Please see RFP Response for more information on Trevor Curdy.		

4	Name:	Andrew Gauthier	How long with company?	1 years
Current position in company:		Applied Service Coordinator	How long in position?	1 years
Position for the Services:		Service Coordinator	How much of time will be dedicated to the Services?	20-50%
What primary functions will be assigned?		Andrew will be the primary contact for service-related items. He will be responsible for dispatching, billing, customer service inquiries, documentation & updating customer records based on interactions		
Describe person's experience in performing services like those that are to be assigned:		Andrew has many years of experience in the customer service industry and he is a key team player as he will be a main point of contact for creating service tickets and scheduling technicians. Andrew will be intelligently dispatching technicians to calls based on skill set and company needs and will be updating the customer portal so that service records can be viewed in real time. Andrew worked for years as the dispatcher for another company before coming aboard. He is currently the Primary Coordinator for the Phoenix Sky Harbor contract, and is responsible for all service-related inquiries, maintenance reports, and additional work.		
List person's job-related training and education:		Andrew worked for the Incumbent for 10 years. Andrew worked as a service dispatcher for this contract and attended multiple meetings on behalf the service team. His experience with this contract is invaluable since he already has existing relationships with some of the people at the State of Arizona.		
Resume:		Please see RFP Response for more information on Andrew Gauthier.		

5	Name:	Toni Klenner	How long with company?	12 years
Current position in company:		Operations Manager	How long in position?	2 years
Position for the Services:		Operations Manager	How much of time will be dedicated to the Services?	10 %
What primary functions will be assigned?		Manages overall operations & is responsible for the effective management of labor, productivity, quality control & safety measures		
Describe person's experience in performing services like those that are to be assigned:		Toni has 18 years of experience in the HVAC industry. As the Operations Manager, Toni is highly involved with the day to day operations of the company. She insures customer satisfaction and customer follow up. She also Implements and maintains reinforcement of processes and service applications so that our customers are 100% satisfied with the service we provide and quickly mitigates any issues that may arise.		
List person's job-related training and education:		Toni currently oversees the day to day operations along with the branch manager, and her experience with the Sky Harbor and Apple contracts have given her the insight to how we will provide service to the State of Arizona.		
Resume:		Please see RFP Response for more information on Toni Klenner.		

5	Name:	Ed McCubbin	How long with company?	1 years
Current position in company:		Lead Technician	How long in position?	1 years
Position for the Services:		Lead Technician	How much of time will be dedicated to the Services?	100 %
What primary functions will be assigned?		As a lead technician, he will be responsible for dedicating his time to ensuring the maintenance of the equipment assigned in this RFP, including scope items, and full repair of the equipment, when necessary. He will report to our Service manager.		
Describe person's experience in performing services like those that are to be assigned:		Ed McCubbin, a Master York Mechanic, has 16 years in the HVAC Industry, having worked for the York Factory Rep for 15 Years. He is a great leader of some of our youngest technicians and can perform any number of tasks related to Chillers and related Systems.		
List person's job-related training and education:		Ed holds certifications for many York products, including YT/YK Centrifugals, YVAA, Latitude VSD, and Shaft Seals. He has experience with virtually all York Chiller components, and has performed everything from basic maintenance to full teardowns, and everything in between.		
Resume:		Please see RFP Response for more information on Ed McCubbin.		

6	Name:	Brian Trad	How long with company?	1 years
Current position in company:		Lead Technician	How long in position?	1 years
Position for the Services:		Lead Technician	How much of time will be dedicated to the Services?	100 %
What primary functions will be assigned?		As a lead technician, he will be responsible for dedicating his time to ensuring the maintenance of the equipment assigned in this RFP, including scope items, and full repair of the equipment, when necessary. He will report to our Service manager.		
Describe person's experience in performing services like those that are to be assigned:		Brian is a Senior Factory Trained York Specialist and a factory trained Carrier Master Mechanic. He has 27 years of experience in the HVAC industry as an Applied Professional. He has extensive experience with the State Contract, having worked at multiple locations while working for the incumbent.		
List person's job-related training and education:		Brian has many certifications, including Carrier VFD, Carrier Operation & Maintenance, Carrier 19XR & 23XRV Specialist, 30XA Training, as well as York Certifications. His direct knowledge of the equipment on the RFP is invaluable.		
Resume:		Please see RFP Response for more information on Brian Trad.		

7	Name:	Jeremiah Yanez	How long with company?	1 years
	Current position in company:	Lead Technician	How long in position?	1 years
	Position for the Services:	Lead Technician	How much of time will be dedicated to the Services?	50 %
	What primary functions will be assigned?	As a lead technician, he will be one of the Primary technicians on the different sites during maintenance procedures, and during repairs. He will be available to the other technicians for any issues with equipment.		
	Describe person's experience in performing services like those that are to be assigned:	Jeremiah has 17 Years of experience in the HVAC industry. He is a York Master Mechanic, and has certifications in Toshiba Medium Voltage Drives, and ABB, Danfoss and Eaton Drives. He is capable of everything from basic troubleshooting to full Chiller Teardowns. He is a great mentor for some of our younger technicians.		
	List person's job-related training and education:	Jeremiah is a York Master Mechanic, as evidenced by the many York certifications. He is certified on YVWA, YVAA, YCAV, YMC2, Latitude VSD, Optiview, and Vibration Analysis, among others. He also has experience in Toshiba Medium Voltage Drives, ABB, Danfoss and Eaton Drives.		
	Resume:	Please see RFP Response for more information on Jeremiah Yanez.		

8	Name:	Cesar Mata	How long with company?	2 years
	Current position in company:	Lead Technician	How long in position?	2 years
	Position for the Services:	Lead Technician	How much of time will be dedicated to the Services?	50 %
	What primary functions will be assigned?	As a lead technician, he will be one of the Primary technicians on the different sites during maintenance procedures, and during repairs. He will be available to the other technicians for any issues with equipment.		
	Describe person's experience in performing services like those that are to be assigned:	Cesar has 7 ½ years of experience in the industrial and commercial HVAC industry between Johnson Controls (York) and EMCOR Mesa. He currently works in this capacity at all of our other major contracts as a go-to technician for York products.		
	List person's job-related training and education:	He has the ability to do teardowns of chillers, pumps, & towers. He is a certified factory-trained mechanic for York chillers as evidenced by his certifications. He is certified on Screw, Reciprocating and magnetic bearing chillers, and he is also certified on LiquiFlo products (Rockwell).		
	Resume:	Please see RFP Response for more information on Cesar Mata.		

9	Name:	Michael Smith	How long with company?	2 years
	Current position in company:	Lead Technician	How long in position?	2 years
	Position for the Services:	Lead Technician	How much of time will be dedicated to the Services?	50 %
	What primary functions will be assigned?	As a lead technician, he will be one of the Primary technicians on the different sites during maintenance procedures, and during repairs. He will be available to the other technicians for any issues with equipment.		
	Describe person's experience in performing services like those that are to be assigned:	Michael has 8 years of experience in the HVAC industry. He has experience working on York, Trane and Carrier Chillers. He has experience on York machines as that has been his specialty in his career. Michael has been working on the Sky Harbor Maintenance contract. He is a great technician who is trusted with many difficult jobs and has a reputation as hard worker.		
	List person's job-related training and education:	Michael has certifications in York YT/YK Chillers, Liquiflo-Rockwell Automation, Daikin Chillers, Refrigerant handling, Motor & Testing, Screw Liquid Chillers, & Electrical Troubleshooting.		
	Resume:	Please see RFP Response for more information on Michael Smith.		

10	Name:	Brant Cline	How long with company?	12 years
	Current position in company:	Lead Technician	How long in position?	12 years
	Position for the Services:	Lead Technician	How much of time will be dedicated to the Services?	50 %
	What primary functions will be assigned?	As a lead technician, he will be one of the Primary technicians on the different sites during maintenance procedures, and during repairs. He will be available to the other technicians for any issues with equipment.		
	Describe person's experience in performing services like those that are to be assigned:	Brant has over 25 years of experience in the industrial and commercial HVAC industry. Brant's expertise is retrofit/ overhaul of centrifugal and screw chillers including Frick, Dunham Bush, Carrier, York, McQuay and Trane.		
	List person's job-related training and education:	In addition to Brant's field experience, he has certifications for Carrier Centrifugal Disassembly/re-assembly Certification, Carrier XL/XR Operation Certification, Carrier Tech level Service Certification, McQuay Theory & Assembly Certification, Entech Microprocessor Training, Cleaver Brooks Boiler Certification, York Certified, & Medium Voltage/4160 Certified.		
	Resume:	Please see RFP Response for more information on Brant Cline.		

11	Name:	Chris Keyes	How long with company?	8 years
	Current position in company:	Applied/Commercial Technician	How long in position?	4 years
	Position for the Services:	Applied/Commercial Technician	How much of time will be dedicated to the Services?	25 %
	What primary functions will be assigned?	As an Applied/Commercial technician, he will be responsible with assisting the primary technicians with maintenance and repair of the equipment in this RFP.		
	Describe person's experience in performing services like those that are to be assigned:	Chris brings a lot of energy and enthusiasm to work every day. He is qualified to work on a number of chillers, and is currently operating as both a commercial technician, working on packaged units and light commercial, and is also working with some of our more seasoned journeyman on Chiller maintenance and repairs. Chris joined EMCOR as a first-year apprentice is currently a journeyman and is an up and coming applied technician.		
	List person's job-related training and education:	Chris has certifications on Trane Centrivac Operations & Maintenance, as well as Controls, and York YK Centrifugal Chillers.		
	Resume:	Please see RFP Response for more information on Chris Keyes.		

12	Name:	Adam Martian	How long with company?	8 years
	Current position in company:	Applied/Commercial Technician	How long in position?	4 years
	Position for the Services:	Applied/Commercial Technician	How much of time will be dedicated to the Services?	25 %
	What primary functions will be assigned?	As an Applied/Commercial technician, he will be responsible with assisting the primary technicians with maintenance and repair of the equipment in this RFP.		
	Describe person's experience in performing services like those that are to be assigned:	Adam has 8 years of experience in the HVAC industry. He started with EMCOR in his early apprenticeship and is now a Journeyman. He has the ability to do teardowns of chillers, pumps, & towers. Adam is well rounded on all manufacturer's equipment.		
	List person's job-related training and education:	Adam has certifications on Trane Centrivac Operations & Maintenance, as well as Controls He is also Multi Stack Factory Certified.		
	Resume:	Please see RFP Response for more information on Adam Martin.		

12	Name:	Austin Martinez	How long with company?	3 years
	Current position in company:	Commercial Technician	How long in position?	2 years
	Position for the Services:	Commercial Technician	How much of time will be dedicated to the Services?	25 %
	What primary functions will be assigned?	As a Commercial technician, he will be responsible with assisting the primary technicians with maintenance and repair of the equipment in this RFP.		
	Describe person's experience in performing services like those that are to be assigned:	Austin has 3 years of experience and brings 2 years of training through the apprenticeship program, as well as performing maintenance on Trane machines.		
	List person's job-related training and education:	Austin's training through local 469 as an apprentice allows him to gain valuable experience through working with many of the technicians in our company. Currently, he has experience with maintenance on Trane machines, and will gain experience through OJT.		
	Resume:	Please see RFP Response for more information on Austin Martinez.		

Attachment 3-C
Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

○	NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

●	YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
1.	IEI	YES	EDDY Current Services	2%
2.	CSSI	YES	Water Treatment Services	15%
3.	Name	select		
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		
10.	Name	select		

End of Attachment 3-C

Attachment 3-D

Boycott of Israel Disclosure

Please note that if <u>any</u> of the following apply to this Solicitation, Contract, or Contractor, then the Offeror <u>shall</u> select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than $100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

   (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

...

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does <u>not</u> include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq*., all offerors must select one of the following:

☒ The Company submitting this Offer **<u>does not</u>** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq*. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

☐ The Company submitting this Offer **<u>does</u>** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq*.

☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

☐ Solicitation or Contract has an estimated value of less than $100,000;
☐ Contractor is a sole proprietorship;
☐ Contractor has fewer than ten (10) employees; and/or
☐ Contractor is a non-profit organization.

Mesa Energy Systems, Inc. (dba EMCOR Services Arizona)	
Company Name	Signature of Person Authorized to Sign
4125 E. Madison St.	Don Griffin
Address	Printed Name
Phoenix AZ 85034	Branch Manager
City State Zip	Title

End of Attachment 3-D

ATTACHMENT 4 PRICING SHEET

Solicitation BPM002434 HVAC Maintenance, Repair, and Emergency Services

Heating, Air Conditioning, and Ventilation Maintenance, Repair and Emergency Services

		Price	
Locations	ADOA Buildings Capitol Mall Area	$ 46,962.00	Per Month
	Three State Office Buildings - Tucson	$ 11,556.00	Per Month
	Health Lab - 250 N. 17th Ave. Phoenix	$ 9,417.00	Per Month
	Arizona State Hospital	$ 1,568.00	Per Month
	Arizona State Fair	$ 7,500.00	Per Month

Attachment 5-A
Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer **along with the appropriate supporting information** to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following – if neither is checked, State will assume that as equivalent to "DOES NOT":

●	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
○	This response DOES contain trade secret information because it contains information that: 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

Offeror Company Name	Signature of Authorized Person
Mesa Energy Systems Inc. (dba EMCOR Services Arizona)	
4125 E. Madison St.	Don Griffin
Address	Printed Name
Phoenix, AZ 85034	Branch Manager
City State Zip	Title

End of Attachment 5-A

Attachment 5-B

Conformance Statements

(When taking exceptions, Attachment 5-B and supplements must be uploaded as a separate word doc. file titled "Attachment 5-B".)

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

● YES – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents and attests that its Offer complies.

○ NO – Offeror acknowledges that it has read and understands the Instructions to Offerors in Section 3-A of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 1**.

CONFORMANCE TO THE SCOPE AND PRICING DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

● YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 2**.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to "YES":

● YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

○ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in **Attachment 5-B Supplement 3**.

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 3-A: Instructions to Offerors		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

EMCOR Services Mesa Energy Systems Inc.

Company Name

Signature of Person Authorized to Sign

ATTACHMENT 5-B Supplement No. 2:

Exceptions to Scope of Work and Pricing

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 2-A: Scope of Work		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
Section 2-B: Pricing Document		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

EMCOR Services Mesa Energy Systems Inc.

Company Name

Signature of Person Authorized to Sign

ATTACHMENT 5-B Supplement No. 3:

Exceptions to Contract Terms & Conditions

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 2-C: Special Terms & Conditions		
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x
x	X Exception: X Rationale:	x

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	RFP Language (Copy and Paste from Solicitation)
Section 2-D: Uniform Terms & Conditions		
x	X Exception: Rationale:	x
x	X Exception: X Rationale:	x

Mesa Energy Systems Inc.

Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2019

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

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

PRODUCER
***MARSH USA INC
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Phone: 866-966-4664
Emcor.Certrequest@marsh.com / Fax: 203-229-6787
332800-EMCOR-AZ-19-20 TCOLE

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : American Casualty Company of Reading, PA	20427
INSURER C : Transportation Insurance Co	20494
INSURER D : Continental Insurance Company	35289
INSURER E :	
INSURER F :	

INSURED
MESA ENERGY SYSTEMS, INC.
D/B/A EMCOR SERVICES ARIZONA
4125 E. MADISON STREET
PHOENIX, AZ 85034

COVERAGES **CERTIFICATE NUMBER:** NYC-009055128-42 **REVISION NUMBER:** 21

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GL 6078848337	10/01/2019	10/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 1,000,000 25,000 2,000,000 6,000,000 14,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BUA 6078848368	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Auto Physical Damage	$ $ $ $ $	2,000,000 Included
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUE 6050250605	10/01/2019	10/01/2020	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 6 78864408 (AOS) WC 6 78854106 (CA) WC 6 78856454 (AZ, OR, WI)	10/01/2019 10/01/2019 10/01/2019	10/01/2020 10/01/2020 10/01/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000

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

CERTIFICATE HOLDER

MESA ENERGY SYSTEMS, INC.
D/B/A EMCOR SERVICES ARIZONA
4125 E. MADISON STREET
PHOENIX, AZ 85034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

AGENCY ***MARSH USA INC	**NAMED INSURED** MESA ENERGY SYSTEMS, INC. D/B/A EMCOR SERVICES ARIZONA 4125 E. MADISON STREET PHOENIX, AZ 85034
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

AUTO PHYSICAL DAMAGE COMP / COLL DEDUCTIBLE $500

FOR WORKER'S COMPENSATION, AUTO LIABILITY, GENERAL LIABILITY AND UMBRELLA LIABILITY:
IN THE EVENT OF CANCELLATION OR MATERIAL CHANGE THAT REDUCES OR RESTRICTS THE INSURANCE AFFORDED BY THIS COVERAGE PART (OTHER THAN THE REDUCTION OF AGGREGATE LIMITS THROUGH PAYMENT OF CLAIMS AS APPLICABLE), INSURER AGREES TO MAIL PRIOR WRITTEN NOTICE OF CANCELLATION OR MATERIAL CHANGE TO: CERTIFICATE HOLDER
SCHEDULE
1. NUMBER OF DAYS ADVANCE NOTICE: FOR ANY STATUTORILY PERMITTED REASON OTHER THAN NON-PAYMENT OF PREMIUM, THE NUMBER OF DAYS REQUIRED FOR NOTICE OF CANCELLATION AS PROVIDED IN PARAGRAPH 2 OF EITHER THE CANCELLATION COMMON POLICY CONDITIONS OR AS AMENDED BY THE APPLICABLE STATE CANCELLATION ENDORSEMENT IS INCREASED TO THE LESSER OF 60 DAYS OR THE NUMBER OF DAYS REQUIRED IN A WRITTEN CONTRACT.
FOR NON-PAYMENT OF PREMIUM, THE GREATER OF (1) THE NUMBER OF DAYS REQUIRED BY STATE LAW OR (2) THE NUMBER OF DAYS REQUIRED BY WRITTEN CONTRACT.
2. NAME:
NOTICE WILL BE MAILED TO: CERTIFICATE HOLDER

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olicitation, any supplemental documents including future amendments on tate of rizona ebsite https://appstate.az.gov/page.aspx/en/ctr/contract_manage_public/49764 shall be a part of this corporative purchase agreement.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MESA ENERGY SYSTEMS, INC. dba EMCOR SERVICES ARIZONA, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).

EMCOR Services Arizona
4125 E Madison
Phoenix, AZ 85034
1-866-889-4262

July 21, 2020

American Sports Center
755 N 114th Ave
Avondale, AZ

EMCOR Services is pleased to offer the materials and services specified at the price stated.

Scope of work to include:

- Provide all labor and material to repair leaks in chiller M#AWS320ADPEWNN-ER10 S#STNU100700001. Leak in coil appear to be in the center division plate on the coil header
  - Check in with customer
  - Complete safety inspection of work area
  - Lock and tag out machine
  - Properly remove existing refrigerant from circuit #2
    - All equipment will need to be brought to the roof with a crane
  - Provide labor and material to repair leaks in the coil headers
  - Provide and install new core driers in circuit #2
  - Provide proper evacuation and dehydration of circuit #2
  - Provide and install new R-134A per factory charge
  - Start and test operation.
- Optional Coil Replacement
  - Provide labor and material to replace leaking coil with new custom built coil from factory
    - Coil will be brought to the roof with a crane located at the front of the building

Exclusions & Clarifications:

- All work to be completed during regular hours
- When repairing a coil at the header plate there is always a chance for additional leaks to form or the leak will not be able to be repaired.
- Anything not specifically mentioned or included in the scope of service will be additional if required.

Pricing:

TOTAL INVESTMENT PRICE FOR COIL REPAIR…….....$13,200.00

TOTAL INVESTMENT PRICE FOR COIL REPLACEMENT.....$36,850.00

EMCOR Services Arizona
4125 E Madison
Phoenix, AZ 85034
1-866-889-4262

Acceptance is subject to EMCOR Services Terms & Conditions. This proposal is good for 30 days. After that date, please contact the undersigned for an extension or for a revised quotation. ***This document in its entirety is the property of EMCOR Services and is confidential. Its contents may not be revealed to anyone except those employees and employers of the addressee that are directly involved in the purchasing decision. Its contents may not be used in solicitation of other suppliers or vendors.***

If you wish to schedule this project, please authorize below or issue a purchase order making specific reference to this proposal including any options and addendums you have chosen. Should you have any questions regarding our offer or scope, please contact me in the office at or on my mobile at **480-547-9172** or e-mail at **ljames@emcor.net**

Thank you in advance for your consideration of our equipment and services.

Sincerely,

Von James
Account Manager
EMCOR Services
480-547-9172

Acceptance:

By: _____

Title: _____

Date: _____

EMCOR Services Arizona
4125 E Madison
Phoenix, AZ 85034
1-866-889-4262

Terms and Conditions:

A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.

B. The guarantees and services provided under the scope of this agreement are conditioned upon ***CUSTOMER*** operating and maintaining systems/equipment. ***CUSTOMER*** will do so in according to industry-accepted practices, or in consideration of our recommendations.

C. ***CUSTOMER*** will provide and permit reasonable access to all areas where work is to be performed. EMCOR Service will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.

D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the ***CUSTOMER*** in accordance with EMCOR Service's currently established rates.

E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.

F. EMCOR Service will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.

G. EMCOR Service is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.

H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by EMCOR Service.

I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by *EMCOR Service.* Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.

J. EMCOR Service shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.

K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.

L. EMCOR Service shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.

M. Only EMCOR Service's personnel or agent are authorized to perform the work included in the scope of this agreement. EMCOR Service may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.

N. This Agreement and all rights hereunder shall not be assignable unless approved by EMCOR Service. In the event of additional freight, labor, or material costs resulting from a ***CUSTOMER*** request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at EMCOR Service's currently established rates.

O. EMCOR Service's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event EMCOR Service encounters such material in performing its work, EMCOR Service will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists. Customer shall defend, indemnify, and hold harmless Contractor from any claims, damages, losses or expenses, including but not limited to, reasonable attorney Fees, arising out of or resulting from this article.

P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced. The parties agree that signature pages transmitted via fax or pdf e-mail shall constitute original signatures, and fully bind each signatory.

Q. This agreement does not include the disposal of hazardous waste, any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.

R. The ***CUSTOMER*** agrees that in the event that there shall have been passed a federal and/or state law which shall compel EMCOR Service to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by EMCOR Service's cost of performing this contract.

S. The ***CUSTOMER*** acknowledges and agrees that any purchase order issued by *CUSTOMER*, in accordance with this Agreement, is intended only to establish payment authority for ***CUSTOMER*** internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the ***CUSTOMER*** purchase order will have any force or effect.

EMCOR Services Arizona
4125 E Madison
Phoenix, AZ 85034
1-866-889-4262

July 28, 2020

American Sports Center
755 N 114th Ave
Avondale, AZ

EMCOR Services is pleased to offer the materials and services specified at the price stated.

Scope of work to include:

- Provide all labor and material to replace defective compressor #1 on chiller M#AWS320ADPEWNN-ER10 S#STNU100700001.
  - Check in with customer
  - Complete safety inspection of work area
  - Lock and tag out machine
  - Properly remove and dispose of existing refrigerant from circuit #1
  - Provide labor, material and rigging to remove existing compressor from chiller
    - Crane will need to have access to the west parking area
      - Customer responsible for ensuring parking area is clear for lift
  - Provide and install new compressor
    - Compressor is currently although with shipping please anticipate a 5 days for delivery
  - Provide labor and material to repair broken bolt on suction inlet to evaporator
  - Provide and install new core driers in circuit #1
  - Provide proper evacuation and dehydration of circuit #1
  - Provide and install new R-134A per factory charge
  - Start and test operation.
- Optional Rental Set Up
  - Provide labor and material to hook up rental chiller to building chill water system
  - Rental equipment provided by others

Exclusions & Clarifications:

- All work to be completed during regular hours
- Any additional findings after new compressor is running will be provided in a report or an additional quote.
- Anything not specifically mentioned or included in the scope of service will be additional if required.

EMCOR Services Arizona
4125 E Madison
Phoenix, AZ 85034
1-866-889-4262

Pricing:

TOTAL INVESTMENT PRICE FOR COMPRESSOR INSTALL.....$85,117.00

Acceptance is subject to EMCOR Services Terms & Conditions. This proposal is good for 30 days. After that date, please contact the undersigned for an extension or for a revised quotation. ***This document in its entirety is the property of EMCOR Services and is confidential. Its contents may not be revealed to anyone except those employees and employers of the addressee that are directly involved in the purchasing decision. Its contents may not be used in solicitation of other suppliers or vendors.***

If you wish to schedule this project, please authorize below or issue a purchase order making specific reference to this proposal including any options and addendums you have chosen. Should you have any questions regarding our offer or scope, please contact me in the office at or on my mobile at **480-547-9172** or e-mail at **ljames@emcor.net**

Thank you in advance for your consideration of our equipment and services.

$121,967

Sincerely,

Von James
Account Manager
EMCOR Services
480-547-9172

Acceptance:

By: _____

Title: _____

Date: _____

Item Number: 2.c.

CITY COUNCIL REPORT

SUBJECT: Committee Member Appointment to the Municipal Art Committee

MEETING DATE: 9/8/2020

TO: Mayor and Council

FROM: Marcella Carrillo, City Clerk, (623) 333-1214

THROUGH: Gina Montes, Assistant City Manager, (623) 333-1012

REVIEWED: Charles A. Montoya, City Manager, (623) 333-1016

PURPOSE:

City Council will consider a request to appoint Sandra Bassett as an Ex-Officio Committee Member to the Municipal Art Committee, serving as the representative from the West Valley Arts Council. The Council will take appropriate action.

BACKGROUND:

Pursuant to the bylaws of the Municipal Art Committee, the Committee shall be composed of seven regular members, one alternate member, and two standing ex-officio members. One of the ex-officio members shall be a representative from the West Valley Arts Council.

The Ex-Officio Members shall attend and may participate in Committee meetings, but shall not be authorized to vote at any Committee meeting.

As required in the City Council Rules of Procedures, the City Clerk emailed the considered applicant and notified her of this agenda item.

DISCUSSION:

The previous ex-officio member, Bernadette Carroll, is no longer with the West Valley Arts Council; therefore, the new President and CEO of the West Valley Arts Council, Sandra Bassett, is being considered for appointment to fill the vacancy.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending that the Council appoint Sandra Bassett as a Ex-Officio Committee Member to the Municipal Art Committee being the representative from the West valley Arts Council.

President & CEO

West Valley Arts Council appoints Sandra Bassett as their New President & CEO

Bassett Brings Over 20 years of Experience and Success!

West Valley, AZ (April 20, 2020)- West Valley Arts Council (WVAC) is proud to announce that Sandra Bassett, an accomplished arts & culture and business professional, is the new President and Chief Executive Officer of WVAC!

Bassett has extensive experience in cultural program implementation, finance management, and revenue growth for prominent for-profit and non-profit organizations. "I am excited to have this opportunity to continue the great work the WVAC has done in the West Valley since 1969, and to be bringing new creative programming to fruition that will continue to strengthen the West Valley Arts Council and make the West Valley stand out among other regions in the state." Bassett expressed.

Bassett's vast international and national arts & cultural experience, combined with her years of dynamic leadership roles in business, gives her the exact knowledge and capabilities this role needs. Kathy Knecht, Chair of the Board, said,

"The board is excited about Sandra's magic mix of business and arts experience. Her incredible enthusiasm and energy will be instrumental in reenergizing West Valley Arts. Our goal is to be well-positioned to meet the cultural needs of West Valley Cities, community arts organizations, students and the community at large. We're committed to being the arts and culture leader for the region and we are confident that Sandra will help us deliver."

Stay connected with the exciting things to come to the West Valley Arts Council by following our Facebook page @westvalleyarts, Instagram @westvalley_arts and Twitter @westvalleyarts and signing up for our newsletter at https://westvalleyarts.org/.

About West Valley Arts Council

West Valley Arts Council (WVAC) enriches the West Valley by growing a vibrant and connected arts and cultural community. WVA was incorporated as the Cultural Arts Society West in 1969. WVA has been central to creating what is recognized as a "high quality of life" for West Valley residents and is the only multi-disciplinary arts organization of its type and scope in the Valley. Since its inception, WVA has earned multiple awards including two Governor's Art Awards and in 2019 received the Best of the West Quality of Life Award/Community Category. Learn more at www.westvalleyarts.org/about-us/

About Sandra Bassett

Sandra Bassett has earned her M.B.A. in Business Administration from Walden University and a Bachelor's in Business Management from Kentucky State University. Sandra has a rich background in executive and managerial positions in the for-profit sector for brands such as Dr. Pepper Snapple Group, Hostess Brand, Inc, and Mars Inc.

She is also an engaging, entertaining, and
gifted strategist, educator, trainer, motivational speaker, and professional musician. Originally from Detroit, MI and now based in Phoenix, AZ, Sandra embraces the musical history of her birthplace and enjoys performing in many styles, including Jazz, R&B, Blues and Motown. She is also a member of the American Federation of Musicians, Delta Sigma Theta Sorority, Inc and other community and professional organizations

Contact:

Sandra Bassett
623.935.6384
sbassettceo@westvalleyarts.org
www.facebook.com/westvalleyarts/

Sign Up & Stay Connected

Sign up to receive email updates and to hear what's new with West Valley Arts Council!

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PHONE

(XXX) XXX-XXXX *

FIRST NAME

John

LAST NAME

Smith

I would like to receive text messages, and agree to the Terms of Service and Privacy Policy
4 Msgs/Month. Msg & Data rates may apply.