



REQUEST FOR PROPOSAL #R10 -1132 FOR: HVAC INSTALLERS & ENERGY MANAGEMENT SERVICES

January 28, 2022

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B)

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA :

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

PROPOSAL FORM 4 : CLEAN AIR AND WATER ACT

PROPOSAL FORM 5: DEBARMENT NOTICE

PROPOSAL FORM 6: LOBBYING CERTIFICATION

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

PROPOSAL FORM 8 : ANTITRUST CERTIFICATION STATEMENTS

PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295

PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

PROPOSAL FORM 11: RESIDENT CERTIFICATION

PROPOSAL FORM 1 2: FEDERAL FUNDS CERIFICATION FORM

PROPOSAL FORM 1 3: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

PROPOSAL FORM 1 4 : OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25 -24.2)

PROPOSAL FORM 1 5: NON -COLLUSION AFFIDAVIT

PROPOSAL FORM 1 6: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

PROPOSAL FORM 20 : EQUALIS GROUP ADMINISTRATION AGREEMENT

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	B2B Direct Sales, Inc. dba The HVAC Company
	<i>What is the mailing address of your company's headquarters?</i>	3120 W Carefree Highway, Suite #1817 Phoenix, AZ 85086
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	James Hoover Owner - Business Development James@thehvaccompany.net 602-565-0518
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes.
	<i>Does pricing submitted include the required administrative fee?</i>	Yes
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	For quoted repairs, we may offer additional price discount based on the simultaneous approval of multiple repairs or projects at the same location. This allows us to eliminate duplicate and unnecessary costs associated with individual approvals such as truck fees, crane charges etc.

		For larger equipment replacement projects we will work with the client to help us structure the project so that we may obtain bulk discount pricing from our suppliers on the equipment as well as financing terms.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	Our pricing is primarily based on a Discount off North America List pricing (NALP). Included in our pricing matrix are labor rates for areas of expertise associated with each trade. List pricing is available from manufactures and independent vendors upon request. .
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	We use Service Fusion, a cloud-based 3 rd party SAS, as our field management system which supports invoicing. The invoicing process begins with either a project quote or a service ticket being created in Service Fusion which is then converted into a Job upon client approval. Client agencies will receive invoices per their invoicing instructions and for payment we accept CompanyCheck, ACH and Credit Card payments (3% processing fee applies).
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Ability to deliver, design, and install products and services	<i>Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i>	<p>HVAC Mechanical Service: The HVAC Company operates as a true commercial HVAC service and controls contractor offering 24/7 service & repair, PM services & equipment replacement. We repair, re-build or replace any commercial HVAC equipment or system including, but not limited to – rooftop/unitary; air-cooled chiller systems; water-cooled chiller systems, cooling towers, all boiler types, evaporative condensers & WSHPs, pumps, motors, VAV systems, heat exchangers and low-temp equipment.</p> <p>HVAC Controls Retrofit & Service: In addition to the HVAC mechanical services, we incorporate full turnkey controls solutions to provide comprehensive repair and retrofit services for most controls and equipment technology available in the open-source market. We are an approved Carrier Controls CS/IS Expert & Carrier Controls Strategic Partner as well as a Carrier/Sigler Controls Dealer.</p> <p>Client Service & Management: Our operation supports a flexible process of service call and project intake via phone, email or text managed via Service Fusion. The dispatched technician will update status in Service Fusion and any follow up requirements during the service call and throughout any follow up tasks. The client is notified of the service call status until the work is completed providing timely client communication. We staff both dispatcher and a client management specialist in addition to sales to help with client communication and workflow management. For inspections and PM Service -- a detailed report package is provided to the agency including inspection report, roof map showing unit location and IDs along with relevant equipment repair and/or replacement recommendations with quotes.</p>
	<i>Please outline any other services you provide, such as energy management, design, equipment rentals, financial services, etc.</i>	Controls; Low Temp; Project Payment Terms; Project Scope Review & Analysis
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services</i>	State of Arizona

	<i>are limited to a certain area, please be specific on the area your services are provided.</i>	
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	1750 S Los Feliz Drive, Ste 111, Tempe, AZ 85281 (480) 968-8081
History of meeting the delivery, installation, and maintenance timelines	<i>Outline the typical installation and startup process, anticipated timelines and any ongoing maintenance that may be required.</i>	All installation and startup process are handled internally except as provided otherwise by manufacturer warranty. We are available 24/7 post-installation and startup for warranty and problem resolution.
Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	We are capable of handling emergency service requests within a 2-hour window 24/7 and 365 days each year. As “no cool” emergency calls are our most common emergency situation, we utilize a wide array of tools and strategies to accommodate rush/emergency situations, the first step being -- immediate priority. For emergencies involving equipment lead times, we utilize where available expedited shipping (fees apply), expedited production (fees apply) as well as deploy emergency field solution work-arounds to hold temperature while waiting for product deliveries including temporary equipment. For communication, we use a formal call service to help manage and facilitate emergency and after-hour service requests. Contract agencies receive a 2-hour response commitment for the Phoenix-metro and Tucson area otherwise a 3-4 hour response window applies.
	<i>Indicate your company’s ability to provide temporary heating and cooling when needed</i>	We have established vendor accounts with temp HVAC equipment suppliers - Mobile Air, Resolute etc.
Ability to meet the warranty needs of members	<i>Describe the warranty, including equipment, parts, labor, software, hardware and any other service or equipment that would require a warranty. Include how you support the warranty.</i>	We stand behind our workmanship 100% and pass-on the various manufacturers’ warranties along with our labor warranty. Beyond the industry standards, we are committed to ensuring in every way possible, a client is satisfied with the equipment and quality of the install or repair workmanship. We offer the 2-year warranty requirements of the public sector in Arizona. When a warranty or any post-install issue comes up, they are handled just like a service call. Additionally, we’ll verify the part or equipment is under warranty and determine if there are any limitations to communicate to the agency. We handle all the documentation and communication with the suppliers.
Customer service/problem resolution	<i>Describe your company’s Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	We operate from one corporate office/warehouse in Tempe, AZ with regular hours 7am-4pm and on-call availability 24/7/365 through a phone service and our technicians are required to respond to emergency service calls within 2 hours of notification.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	2021 P&L and BS – \$450K in service truck loans have been secured by Ally Financial, Hitachi and Ford Credit. (15) Supplier Lines of Credit -- over \$1MM in parts and project financing availability. Ford \$500K Commercial Line of Credit – 2022 open line. (2) AMEX Revolving Corporate Credit Cards - \$60K See Exhibit A for financial documentation.
	<i>What was your annual sales volume over last three (3) years?</i>	2019- \$3.5MM (CS Group); 2020- \$2.0MM (CS Group Jan-May) \$310K (THC Jun-Dec); 2021- \$2.3MM 2022-Gross Revenue is currently tracking to exceed \$3.5MM.
Capabilities related to ordering, estimation, reporting, and overall website ease-of-use	<i>Provide relevant information regarding your ordering/estimation process, reporting process, and quality control procedures.</i>	Sales identifies and qualifies opportunities. Operations coordinates site visits and estimate data input with field technicians. Relevant data is input into Service Fusion resulting in project proposals. Sales submits and closes the work with an Approval or PO. At this point the estimate is converted to a Job and we verify client PO against client-approved proposal/scope of work and submittal data. Operations handles the project going forward - contact supplier -place order and verify equipment availability and obtain documentation.

		Operations and customer service track the parts/equipment into the warehouse or supplier and keep the client and/or sales informed of progress.
Training & Implementation	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	Most of our clients have experienced staff knowledgeable on how to operate HVAC systems. We can provide onsite and web training on how to operate installed controls systems as well as manufacturer operation manuals and onsite training on how to operate installed HVAC equipment.
Security protocols	<i>Describe security protocols in place, including cybersecurity and the safe transmission of data</i>	Our operation has minimal data transmission and cybersecurity issues. We utilize top tier 3 rd party cloud-based information systems such as Service Fusion, GoDaddy, Cox Business Services and MS Office products which all provide for internet security.
Integration with other platforms	<i>Describe any integrations your organization can provide with other platforms or systems.</i>	Our sales and operations processes are very simple and do not require any significant integration solutions.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	This is a simple, single location operation. Our field management system, Service Fusion, is capable of tracking and reporting all project, service call and preventative maintenance transactions with some report customization capabilities.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	We have experienced Zero Worker's Comp claims or issues. Our current experience ration is below 1.0.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	www.thehvacccompany.net
	<i>Please provide a brief history of your company, including the year it was established.</i>	<p>B2B Direct Sales, Inc. dba The HVAC Company HISTORY</p> <p>B2B Direct Sales, Inc. was founded in Scottsdale, Arizona by James Hoover in October 2012 as a "business to business" sales consultancy working with a variety of small business owners (advertising, healthcare IT and commercial HVAC). The company quickly shifted focus to the commercial HVAC industry and developed business for select general and mechanical contractors in Arizona over the next 7.5 years selling over \$22MM in services until June 2020 in which The HVAC Company was created as a "dba" under B2B Direct Sales, Inc. and obtained a CR-39 license under ROC 329140.</p> <p>Company Leadership: (3) seasoned commercial HVAC management-owners who each provide different yet complimentary key strategic capabilities and expertise to support company growth:</p> <ul style="list-style-type: none"> • James Hoover – Business Development 10 years commercial HVAC sales/marketing with over \$22M in gross service sales. • Tim Mishler – Project Management 23 year experience as a commercial HVAC technician and supervisor specializing in projects. • Jimmy "Donnie" Craft – Service Management 25 years experience as a commercial HVAC technician and supervisor specializing in controls and industrial HVAC. <p>Company Growth: we started The HVAC Company in June of 2020 with Tim Mishler in a service truck and James Hoover building the client base. We currently employ (11) technicians outfitted with tools and new F250 service trucks, a dispatcher and client management/sales support specialist. Revenue growth has been very strong and manageably steep with \$350K in our first 6 months to \$1.4MM in our first year and then \$2.25MM in 2021 with a current run-rate exceeding \$3.5MM for 2022. Here are some milestone highlights of that growth:</p> <ul style="list-style-type: none"> • (13) New Service Trucks and Technicians/Supervisors. • \$500K Ford Commercial Line of Credit for 2022 truck acquisitions. • Leased 2,000 sf Office/Warehouse located strategically off 101 Fwy and Broadway Road in Tempe. • Implemented employee benefits package including employee paid healthcare and PTO program. • Developed solid foundation of Service Contract base to support consistent and reliable revenue.

- Awarded 3-year HVAC Trade Service contract with City of Tempe.
- Sigler/Carrier Controls: approved Carrier CS/IS Expert & Carrier Controls Strategic Partner/Dealer.
 - As a Carrier Controls dealer, we provide Carrier controls service and retrofit support directly to Arizona companies using Carrier controls.
 - As a Sigler Strategic Partner and Sub-contractor, we provide greenfield Carrier controls installation for Sigler/Carrier construction projects in Arizona.

Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>	Each individual owner of the company has worked with Region 10 in the past through NCPA over the past 2 years.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p>James Hoover, Owner - (602) 565-0518 / james@thehvacompany.net Tim Mishler, Owner - (480) 332-8850 / tim@thehvacompany.net Jimmy Craft, Owner - (480) 594-1877 / jimmy@thehvacompany.net</p> <p>See Exhibit B for resumes.</p>
Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>2019- \$750K (CS Group); 2020- \$500K (CS Group); 2021- \$100K; NOTE: public sector sales for 2022 currently growing beyond \$250K YTD plus our City of Tempe-3 Year Trade Services city contract award will help us propel our public contract sales over \$1MM for 2022.</p> <p>Become a member of a public sector purchasing coop readily accepted by the Arizona public purchasing departments across state, counties, municipalities, K-12, high school and colleges for contracting of HVAC services. We have developed a solid foundation of private sector PM service contracts and clients which now enables us to vigorously pursue the public sector and leverage existing non-coop public agency contracts (City of Tempe, HVAC Trade Services Contract Award – Exhibit C), contacts and clients (ASU and MCCCCD). An EQUALIS coop would now enable us to further build on our public relationships (past NCPA agency relationships – City of Goodyear & Sedona Fire) and build a \$1MM+ public book of public agency business.</p>
Past experience in JOC estimation	<i>What is your past experience working with JOC estimation, if any?</i>	Minimal.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	None to report.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	<p>City of Tempe – Charlie Bladine, Facilities Manager; Dawn Holst, Facilities Admin Assistant 480-350-8286; Tempe, AZ; 2022 New 3-year Contract; HVAC Service Work</p> <p>ASU Poly – Steve Clark, Project Manager 480-606-2014; Mesa, AZ; 2 yrs under Small Trades – 1 year no contract; HVAC Service Work</p> <p>ASU Main – Steven Palombo, Facilities Manager 623-688-7209; Tempe, AZ; 2 yrs under Small Trades – 1 year no contract; HVAC Service Work</p> <p>MCCCD – Richard Oros, Director of Facilities 623-243-2790; Tempe, AZ; 3 years – no contract; HVAC Service Work</p> <p>City of Phoenix – James Dickson, Supervisor 602-374-0705; Phoenix, AZ; 1 year City of Phoenix HVAC Contract; HVAC Service Work</p> <p>City of Goodyear – Jason Davenport, Facilities Supervisor 623-693-2884; 2 years NCPA contract; HVAC Service Work</p>

Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	See Exhibit D for ROC license and corporate name registration.
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	We are a service provider. Commercial HVAC service and controls contractor.
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	None to report.
Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.		
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	None to report.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	Our company policy mirrors the overall public stance on diversity as indicated by our contracts with Google/WAYMO, CBRE, Cushman & Wakefield, JLL and several other national top tier firms engaged in contracting facility management services. We do not discriminate based on religion, race, ethnicity or any other social description.
Please attach any certifications you have as part of your response to Form 6.		
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	N/A

Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	N/A – we self-perform our work except for crane/rigging services and insulation in which we hire from all local resources based on availability and price.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	We will actively look to see if Equalis Group is used for other products/services within the client as a pathway in, as well as leverage our relationships to more effectively use our services by adopting Equalis Group as an acceptable tool for streamlined purchasing of our services going forward. Leverage existing public agency client relationships – City of Tempe, ASU, MCCC, Sedona Fire
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	Owner-management for The HVAC Company is already experienced in successfully marketing coop purchasing solutions in the AZ market through NCPA and we've been successful doing business with significant public agencies such as City of Tempe and ASU.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Acknowledged.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	We will be able to track and manage our Equalis Group sales through our field management platform Service Fusion.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	We are currently only pursuing Equalis Group.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	We will actively look to see if Equalis Group is used for other products/services within the client as a pathway in, as well as leverage our relationships to more effectively use our services by adopting Equalis Group as an acceptable tool for streamlined purchasing of our services going forward.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	3 – State of Arizona

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

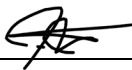
PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: B2B Direct Sales, Inc. dba The HVAC Company

Title of Authorized Representative: President

Mailing Address: 3120 W Carefree Hwy, Ste 1817 Phoenix, AZ 85086

Signature: 

PROPOSAL FORM 5: DEBARMENT NOTICE

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

Potential Vendor: B2B Direct Sales, Inc. dba The HVAC Company

Title of Authorized Representative: President

Mailing Address: 3120 W Carefree Hwy, Ste 1817 Phoenix, AZ 85086

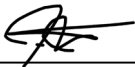
Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

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



Signature of Respondent

February 28, 2022

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

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

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

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

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

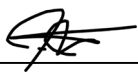
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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



Signature of Respondent

February 28, 2022

Date

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR B2B Direct Sales, Inc. dba The HVAC Company


ADDRESS 1750 S Los Feliz Drive, Ste 111

Tempe, AZ 85281

PHONE 480-687-8081

FAX _____

RESPONDANT



Signature

James Hoover
Printed Name

President
Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

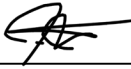
The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION


BOYCOTT CERTIFICATION

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

Does vendor agree? Yes 
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

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

Does vendor agree? Yes 
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

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

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

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

B2B Direct Sales, Inc. dba The HVAC Company	1750 S Los Feliz Drive, Ste 111		
Company Name	Address		
	Arizona	85281	Tempe
	State	Zip	City

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

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


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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

Does vendor agree? Yes  _____
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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

of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

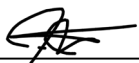
Does vendor agree? Yes 

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

Does vendor agree? Yes 


(Initials of Authorized Representative)

4. Davis-Bacon Act:

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

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

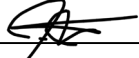
Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").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

Does vendor agree? Yes 

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:


Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? Yes 
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency’s Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

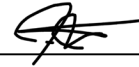
Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? Yes 
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? Yes 
(Initials of Authorized Representative)

8. Debarment and Suspension:


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

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

Does vendor agree? Yes 
(Initials of Authorized Representative)

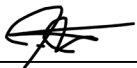
9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree? Yes 
(Initials of Authorized Representative)


10. Procurement of Recovered Materials:

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

Does vendor agree? Yes 
(Initials of Authorized Representative)

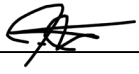
11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree? Yes 
(Initials of Authorized Representative)

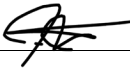
12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

Does vendor agree? Yes 
(Initials of Authorized Representative)

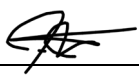
13. General Compliance and Cooperation with Participating Agencies:

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

^{Yes} Does vendor agree? Yes 
(Initials of Authorized Representative)

14. Applicability to Subcontractors

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

Does vendor agree? Yes 
(Initials of Authorized Representative)

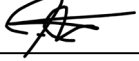
By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.



Company Name

B2B Direct Sales, Inc. dba The HVAC Company

Signature of Authorized Company Official



Printed Name

James Hoover

Title

President

Date

February 28, 2022

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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

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

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

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

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

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

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

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

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



February 28, 2022

Signature of Respondent

Date

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

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Authorized Signature and Title

Date

PROPOSAL FORM 1 5: NON -COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey
My commission expires _____, 20____

SEAL

PROPOSAL FORM 1 6: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: _____
Street: _____
City, State, Zip Code: _____

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

Authorized Signature and Title

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not

be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

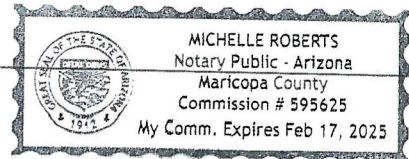
Check the box that represents the type of business organization:

- | | | |
|--------------------------------------|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> Subchapter S Corporation |
| | <input type="checkbox"/> Limited Liability Corporation | |

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

Stockholders:

Name: James Hoover Home Address: 4845 E Fernwood Ct, Cave Creek, AZ 85331	Name: Home Address:
Name: Jimmy "Donnie" Craft Home Address: 20292 S 187th Place, Queen Creek, AZ 85142	Name: Home Address:
Name: Timothy Mishler Home Address: 4942 E Princess Dr, Mesa, AZ 85205	Name: Home Address:
Subscribed and sworn before me this <u>10th</u> day of <u>March</u> 20 <u>22</u> (Notary Public) <u>Michelle Roberts</u> My Commission expires: <u>Feb. 17, 2025</u>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><u>[Signature]</u> (Affiant)</p> <p><u>JAMES HOOVER, PRESIDENT</u> (Print name & title of affiant)</p> </div> <div style="width: 45%; text-align: center;"> <p>(Corporate Seal)</p> </div> </div>	



PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

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

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

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

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

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

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

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

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

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

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.
(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

February 28, 2022

Date


 President

Authorized Signature & Title

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM


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

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

Company name B2B Direct Sales, Inc. dba The HVAC Company
Address 3120 W Carefree Hwy, Ste 1817
City/State/Zip Phoenix, AZ 85086
Telephone No. 480-687-8081
Fax No. _____
Email address james@thehvacompany.net
Printed name James Hoover
Position with company President
Authorized signature 

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

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


[Jana Melsheimer \(Apr 20, 2022 10:36 CDT\)](#)
Region 10 ESC Authorized Agent

4/20/22
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1132E



November 11, 2021

B2B Direct Sales, Inc.

Attn: James Hoover
3120 W Carefree Highway, Ste 1817
Phoenix, AZ 85056

Re: Commercial Line of Credit

Dear Customer:

Congratulations! We are pleased to advise you that Ford Motor Credit Company ("Ford Credit") has established a Commercial Line of Credit for **B2B Direct Sales, Inc.** up to the aggregate value of **\$500,000**. This Commercial Line of Credit will allow Ford Credit to purchase or accept from **San Tan Ford, Larry H. Miller Ford Mesa**, and other authorized dealerships, Retail Installment Contracts ("contracts") executed by **B2B Direct Sales, Inc.** The contracts or leases that Ford Credit agrees to purchase or accept, in its sole and absolute discretion, will be purchased or accepted at Ford Credit's then prevailing standard rates and terms. This Commercial Line of Credit will be available to **B2B Direct Sales, Inc.** upon Ford Credit's receipt of the following additional documents and/or satisfaction of the following conditions: **None**

Additionally, **B2B Direct Sales, Inc.** must provide Ford Credit with year-end and current interim financial statements upon request. This Commercial Line of Credit may be terminated by Ford Credit at any time, with or without notice, and is subject to **B2B Direct Sales, Inc.** complying with all terms and conditions of the contracts or leases, including maintaining the required level of insurance coverage, and Ford Credit's continued satisfaction with the financial condition and operations of **B2B Direct Sales, Inc.**

Unless otherwise previously terminated by Ford Credit, this Commercial Line of Credit will expire at month-end **May 2022** and no further requests to purchase or accept contracts or leases under the line of credit will be taken after such date. However, prior to the scheduled expiration date, Ford Credit generally sends out a communication to qualified customers outlining the process to request a renewal of the Commercial Line of Credit. The Commercial Line of Credit renewal may be granted or denied in Ford Credit's sole and absolute discretion. If the Commercial Line of Credit is renewed, all terms and conditions of the contracts and the leases entered into by **B2B Direct Sales, Inc.** and purchased or accepted by Ford Credit will apply.

Just as a reminder, Ford Protect® extended service plans are available for purchase. To learn more about the Ford Protect plan that's right for you, visit www.ford.com/finance/vehicle-protection.

For your convenience, Ford Credit offers combined billing. Combined billing allows you to combine all of your individual Ford Credit accounts into one simple and easy to use invoice. For more information about combined billing, please visit our website at www.ford.com/finance/commercial-financing/combined-billing. You may also contact your Commercial Business Development Manager John Zoellner for more information at 602-568-1656.

Remember, Ford Credit customers have access to their accounts online using Account Manager. This tool allows you to schedule a payment, view account details, download monthly invoices into Excel and much more. Register and login at www.ford.com/finance.

Thank you for choosing Ford Credit for your vehicle financing needs. We appreciate the opportunity to earn your business.

Sincerely,

Julie Clardy

Julie Clardy
Commercial Support Coordinator
Ford Motor Credit Company

EXHIBIT A

B2B Direct Sales Inc

Profit and Loss

January - December 2021

	TOTAL
Income	
40000 Sales	
40100 Sales - Services	768,378.80
40200 Sales - Products & Supplies	1,494,940.36
Total 40000 Sales	2,263,319.16
49900 Sales Discounts	-3,745.50
Total Income	\$2,259,573.66
Total Cost of Goods Sold	\$1,306,932.97
Total Expenses	\$431,158.70
NET OPERATING INCOME	\$521,481.99
NET OTHER INCOME	\$3,613.26
NET INCOME	\$525,095.25

EXHIBIT A

B2B Direct Sales Inc

Balance Sheet

As of December 31, 2021

	TOTAL
<hr/>	
ASSETS	
Current Assets	
Bank Accounts	
10000 Checking Chase-6099	\$260,055.69
10900 Payroll Clearing	0.00
Total Bank Accounts	\$260,055.69
Accounts Receivable	
11000 Accounts Receivable	\$240,839.46
Total Accounts Receivable	\$240,839.46
Total Other Current Assets	\$11,957.18
Total Current Assets	\$512,852.33
Fixed Assets	
Total 15000 Vehicles	\$512,205.74
16900 Accumulated Depreciation	-45,772.00
Total Fixed Assets	\$466,433.74
TOTAL ASSETS	\$979,286.07

EXHIBIT A

B2B Direct Sales Inc

Balance Sheet

As of December 31, 2021

	TOTAL
<hr/>	
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 Accounts Payable	70,242.44
Total Accounts Payable	\$70,242.44
Credit Cards	
22500 Amex Blue Cash 21005	17,372.56
22600 Amex Blue Cash 81006	15,559.72
Total Credit Cards	\$32,932.28
Total Other Current Liabilities	\$16,311.52
Total Current Liabilities	\$119,486.24
Long-Term Liabilities	
24000 Vehicle Loans Payable	
Total 24000 Vehicle Loans Payable	\$447,842.70
Total Long-Term Liabilities	\$447,842.70
Total Liabilities	\$567,328.94
Equity	
30000 Opening Balance Equity	0.00
31200 Contributions - James Hoover	9,500.00
31250 Distributions -James Hoover	-54,212.00
31300 Contributions - Tim Mishler	5,000.00
31350 Distributions - Tim Mishler	-55,212.00
31400 Contributions - Jimmy Craft	5,000.00
31450 Distributions - Jimmy Craft	-35,914.00
32000 Retained Earnings	12,631.88
Net Income	525,163.25
Total Equity	\$411,957.13
TOTAL LIABILITIES AND EQUITY	\$979,286.07

James Hoover
4845 E Fernwood Ct
Cave Creek, AZ 85331
(602) 565-0518

In 2012, I founded B2B Direct Sales, Inc. as a commercial sales consultancy which led me to the HVAC industry. After 9 years of commercial HVAC sales, The HVAC Company brand was created in June 2020 with Tim Mishler managing service and we began operations as a licensed (CR-39) mechanical service contractor. The primary objective is to develop The HVAC Company into a mid-level Arizona recognized leader in the commercial HVAC service market. A company that delivers quality workmanship and a responsive service through a team of field technicians, operations, customer support and management-owners all connected and communicating in real-time over our cloud-based field management platform, leveraging technology to control costs and improve client communication.

**B2B Direct Sales, Inc. dba
The HVAC Company**

2012 - Present

Currently serve as the President and responsible for business development, marketing, accounting and finance.

Presently	Established central operations with office and warehouse location in Tempe, AZ. <ul style="list-style-type: none">• Owner-managed, non-union commercial HVAC service contractor<ul style="list-style-type: none">○ James Hoover – President / Business Development○ Tim Mishler – Vice President / Project Management○ Jimmy Craft – Secretary / Service Management• (13) Ford F250 fleet with \$500K open line of credit for 2022 truck purchases.• (11) Service Technicians including Field Supervisor.• Controls Department – Full Service; Support Sigler/Carrier Controls with startup & field services.• Operations Support – Dispatcher & Owner-Management• Sales & Client Support – Sales Coordinator & Owner-Management• Gross Revenue run rate exceeds \$3MM annual sales with \$5MM annual sales projected for 2022.
June 2020	Created The HVAC Company and brand under B2B Direct Sales as a commercial HVAC service contractor (CR-39/ROC 329140) with Tim Mishler managing operations.
October 2012 -2020	Operated B2B Direct Sales as a sales consultancy; sold over \$3MM of HVAC projects working with a few select contractors while serving as the Director of Sales for both Southwest Mechanical Services and Chiller Services over an 8-year period.

**Chiller Services - AZ
CS Group - CO**

2018-2020

Started in February 2018 as Director of Sales with Chiller Services and built the struggling union contractor from negligible sales and 1 service truck to over 10 service trucks and over \$3MM+ in annual sales averaging 25%+ gross margin. I generated most business from property management, government contracts and commercial maintenance agreements.

**Southwest Mechanical
Services**

2013-2018

Recruited in late 2013, I joined the Southwest team at a time of declining sales and worked with ownership to re-build service revenue. I was new to the industry and started fresh generating over \$700K in sales my first year. Working through the learning curve over the next few years, by the end of 2019 as Director of Sales, I was responsible for generating over \$3MM in average annual sales.

James Hoover - (602) 565-0518 | Page 2

Commercial Finance & Accounting

1989 - 2012

CG Commercial Finance	VP Business Development sold minimum \$10MM structured lease financing packages to mid-market, primarily publicly-traded companies for working capital and asset acquisitions Newport Beach, CA
Wells Fargo Commercial Lending	VP Business Banking – generated small business loans. Responsible for sales, customer service and underwriting self-gen loans La Jolla, CA
Correspondent Lender & CA Licensed Real Estate Broker	Independent Correspondent Lender sold and underwrite over \$2B in funding for home refinance and purchases for primary, vacation and investment properties. Worked with independent lending approval authority through WAMU, Countrywide, FNMA, FMCC and other national lenders.
Freight Forwarding & Trucking	Independent Contractor – Freight Sales developed a book of business and sold freight forwarding services as an independent contractor through select shipping companies. Roadway Express – Fortune 500 Territory Sale Rep Los Angeles, CA
Public & Private Accounting	Clinton Booth Insurance – Staff Accountant Glendale, CA Falcon Cable Company – Accounting Manager Pasadena, CA Coopers & Lybrand – Big 8 Public Accounting / Tax Phoenix, AZ

Education

Arizona State University	Graduated 1988; Beta Alpha Psi Accounting Fraternity
Coopers & Lybrand Internship	Developed first Big-8 public accounting internship for ASU; 1986
Saguaro High School	Graduated Top 5%; 1982

EXHIBIT B

Jimmy Donald Craft Jr.
20292 S. 187Th Pl. Queen Creek, AZ 85142
Phone Home # 480-279-0646 Cell # 602-463-2844
DCraft@nau.edu

<http://dcraft70.wixsite.com/website>

QUALIFICATIONS SUMMARY

Remarkably astute professional equipped with more than 20 years of experience in all aspects of commercial and industrial heating, ventilation, air conditioning (HVAC) and facilities maintenance. Offer high-caliber qualifications in planning and managing capital projects, installation, operation, maintenance of multiple site facilities and building operations. Possess extensive knowledge of building codes, OSHA, ADA, mechanical systems, control systems, regulatory compliance, and on-site preventive maintenance programs. Demonstrated intense capability in chiller plant operations and maintenance, managing large and small remodeling and maintenance projects, managing a preventive maintenance program using computerized work order systems. Comprehensive skills in establishing and maintaining productive working relationships among outsourced contracts and cross-cultural team members.

KEY STRENGTHS

- Knowledge of Building Codes, OSHA, ADA, MSHA
- Multi Site Based Maintenance and Operations
- Small Remodeling/Maintenance Projects
- Capital Development/New Construction
- Chiller Plant Maintenance/Operation
- Safety Compliance
- Maintenance Program Development/Computerized Work Order Systems
- Contract Management

PROFESSIONAL EXPERIENCE

Service Manager, The HVAC Company, Arizona 7/2020 – Present

- Provides management and supervision of field and site based HVAC and facilities maintenance technicians. Operational responsibility for field service and multiple sites; including planning and administering plant operations; large and small project management from conception to completion, plan, organize, assign, prioritize, supervise, review and evaluates the work of supervisors and staff; provide technical direction to field and site based individuals. Manage outsourced contracts such as water treatment services and refuse disposal; exercises accountability for function activity and related decisions.
- Apply skills in training, development, and supervision of HVAC, Facilities maintenance, Building automation,
- Develop and plan physical plant maintenance and repair projects; oversee building remodeling and major maintenance projects, responsible for leading a team that coordinates these projects; provide input into the tactical, strategic and long range master planning; Comprehensive understanding of the competitive bidding process for solicit

EXHIBIT B

quotes for projects; coordinate construction activity with contractors; serve as liaison with architects, engineers, contractors and vendors; represent the assigned department to the public, other agencies and partners; responds to/resolves difficult or complex inquiries and complaints

- Oversees the development and implementation of programs, policies and procedures; develop and coordinate preventative maintenance programs and activities, energy conservation and training programs and maintains compliance with applicable codes and regulations; evaluates, modifies and implements work practices for maximum efficiency
- Responsible for all aspects of project planning for ongoing service contracts and mechanical contracting, including work orders, change requests, etc.
- Establishes a professional relationship with the customer and interfaces constantly to maintain accurate status reports and project reviews.

Service Manager, ABM., Phoenix, Arizona 6/2018 – 3/2020

- Provides management and supervision of field and site based HVAC and facilities maintenance technicians. Operational responsibility for field service and multiple sites; including planning and administering plant operations; large and small project management from conception to completion, plan, organize, assign, prioritize, supervise, review and evaluates the work of supervisors and staff; provide technical direction to field and site based individuals. Manage outsourced contracts such as water treatment services and refuse disposal; exercises accountability for function activity and related decisions.
- Apply skills in training, development, and supervision of HVAC, Facilities maintenance, Building automation,
- Develop and plan physical plant maintenance and repair projects; oversee building remodeling and major maintenance projects, responsible for leading a team that coordinates these projects; provide input into the tactical, strategic and long range master planning; Comprehensive understanding of the competitive bidding process for solicit quotes for projects; coordinate construction activity with contractors; serve as liaison with architects, engineers, contractors and vendors; represent the assigned department to the public, other agencies and partners; responds to/resolves difficult or complex inquiries and complaints
- Oversees the development and implementation of programs, policies and procedures; develop and coordinate preventative maintenance programs and activities, energy conservation and training programs and maintains compliance with applicable codes and regulations; evaluates, modifies and implements work practices for maximum efficiency
- Responsible for all aspects of project planning for ongoing service contracts and mechanical contracting, including work orders, change requests, etc.
- Establishes a professional relationship with the customer and interfaces constantly to maintain accurate status reports and project reviews.

Prepares, manages and administers multiple budgets; monitor and approve expenditures; administer and oversee contracts and procurement activities; serve as knowledge expert in area of assignment, overseeing, reviewing and providing analyses and recommendations regarding function-specific issues; attend, convene and/or facilitates

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PROFESSIONAL EXPERIENCE

Truck Based Service Manager, Johnson Controls Inc., Phoenix, Arizona 2/2015 – 6/2018

- Provides management and supervision of field and site based HVAC and facilities maintenance technicians. Operational responsibility for field service and multiple sites; including planning and administering plant operations; large and small project management from conception to completion, plan, organize, assign, prioritize, supervise, review and evaluates the work of supervisors and staff; provide technical direction to field and site based individuals. Manage outsourced contracts such as water treatment services and refuse disposal; exercises accountability for function activity and related decisions.
- Apply skills in training, development, and supervision of HVAC, Facilities maintenance, Building automation, Fire and Security technicians.
- Prepares, manages and administers multiple budgets; monitor and approve expenditures; administer and oversee contracts and procurement activities; serve as knowledge expert in area of assignment, overseeing, reviewing and providing analyses and recommendations regarding function-specific issues; attend, convene and/or facilitates meetings

Adjunct Instructor HVAC & Facilities Maintenance, Gateway Community College, Phoenix, Arizona 08/2015 – Present

- Curriculum development
- Planning
- EPA Proctor

Field Service Manager, Sun Mechanical Contracting Inc., Phoenix, Arizona 12/2013 – 2/2015

- Manage and monitor project lifecycle, as well as mechanical system design, plan review, mechanical equipment specification development, and conceptual cost estimating.
- Apply skills in training, development, and supervision of HVAC & Plumbing service technicians.
- Responsible for forecasting and budgeting of HVAC & Plumbing service department.
- Responsible for all aspects of project planning for ongoing service contracts and mechanical contracting, including work orders, change requests, etc.
- Responsible for budget of assigned projects.
- Review and validates contracts and estimates by performing risk analysis and developing risk plans.

Mobile Field Service Manager, Hussmann Corporation, Phoenix, Arizona 2/2013 – 11/2013
(Ingersoll-Rand Affiliate)

- Manage and monitor project lifecycle, as well as HVAC&R system design, plan review, mechanical equipment specification development, and conceptual cost estimating.

EXHIBIT B

- Apply incomparable knowledge and skills in training, development, and supervision of HVAC&R service technicians.
- Administered the operation and maintenance of chillers, high pressure steam boilers, cooling towers, humidification, laboratory exhaust, and water treatment.
- Responsible for forecasting and budgeting of HVAC service department.
- Responsible for all aspects of project planning for ongoing service contracts and emergency service needs, including work orders, change requests, etc.
- Responsible for customer satisfaction and budget for assigned projects.

Service Supervisor, Trane Company, Tempe, Arizona 3/2009 – 2/2013

- Apply incomparable knowledge and skills in training, development, and supervision of HVAC service and facilities technicians.
- Execute expertise in analyzing blueprints, design specifications, and manufacturers' recommendations to determine the configuration of heating or cooling equipment components to ensure accurate application and installation of components.
- Render efficient service in developing preventive and general maintenance procedures.
- Acquired and executed extensive experience in HVAC operations and maintenance in research laboratories as well as in educational and medical facilities.
- Designed pneumatic and electrical control systems.
- Administered the operation and maintenance of chillers, high pressure steam boilers, cooling towers, humidification, laboratory exhaust, and water treatment.
- Ensured efficient functioning of equipment in accordance with design and manufacturer's specifications.
- Monitored and maintained ideal preventative maintenance schedule on all mechanical systems.
- Strictly monitored vendor contract performance along with diagnostics, troubleshooting, and equipment repair.

Service Technician, Trane Company, Tempe, Arizona 3/1997 – 3/2009 (Ingersoll-Rand Affiliate)

- Maintained and repaired all types of air-conditioning and refrigeration equipment
- Repaired and overhauled equipment such as centrifugal compressors, screw compressors, reciprocating compressors, pumps, air handlers, air dryers, heat exchangers cooling towers and other environmental changing devices.
- Performed maintenance on equipment using various operator workstations, computers and digital interfaces. Inspected and programmed a wide range of control equipment.
- Served as facilities based service technician for government and public agencies specializing in building systems maintenance.

EDUCATION

Northern Arizona University, Flagstaff, AZ Master of Administration, Construction Management
Northern Arizona University, Flagstaff, AZ BS. Career and Technical Education
Gateway Community College, Phoenix, AZ AAS HVAC&R

CREDENTIALS

EXHIBIT B

EPA Universal Refrigerant Certification

PROFESSIONAL TRAINING

Variable Frequency Drives, ABB, Dan Foss, Trane, Square D
Screw Compressors, Trane/York/Emerson/Dunham Bush
Centrifugal Compressors, Trane/York/Carrier/Turbocor
NEBB Study Course, National Environmental Balancing Bureau
MP580/581 Application Specific Controller Training, Trane company
Niagara Ax Certified
Tracer Summit 101, Trane Company
Metasys/Johnson Controls
Boiler Operations, Cleaver Brooks
Project Management, Trane Company, Seminar
UC Fast Track Training, Trane Company

PROFESSIONAL AFFILIATIONS

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
Refrigeration Service Engineers Society

EXHIBIT B

Timothy W. Mishler

(480) 332-8850

Work Experience

During my career I have performed work on nearly every type and size of equipment related to the HVACR industry. I have worked for customers in every sector of the industry and in every part of the state. I have spent almost half of my career in foreman or supervisor roles leading teams of typically seven technicians. I have been their primary source of technical support as well as provided overall direction for the team. I have worked to identify and utilize their strengths and have worked with them personally to help them improve in areas they were weak. I have always been able to form cooperative and successful teams capable of meeting and exceeding goals.

I have extensive fabrication experience from my many years in the industry as well as in my personal life and hobbies. I have organized large scale projects like restoring the nineteen neglected chiller plants at the AZ capitol complex and have advised on the design and functionality of their new chiller plants. I have identified improvement necessities and opportunities and then worked through all phases of the project to accomplish the work. I have utilized numerous versions of computerized maintenance management software. In 2018 I helped develop, implement, and troubleshoot the cmms system currently in use at the state of Arizona. In 2017 I completed the Certified Energy Manager course which is said to have a 25% pass rate.

I am currently working to build and improve the team of technicians at the Phoenix branch of the CSG service department. I also work closely with the sales team to expand our customer base and improve our relations with our existing clientele. As supervisor my goal is to help our team to reach its fullest potential.

The HVAC Company – Phoenix AZ	03/2020 - Present
Commercial / Industrial service tech / Supervisor / Projects	
Chiller Services / CS Group – Phoenix AZ	10/2019 - 03/2020
Commercial / Industrial service tech / Supervisor / Projects	
ABM Industries – Tempe AZ	7/2018 -10/2019
Commercial / Industrial / Residential service tech / Supervisor over nine techs	
State of Arizona Department of Administration	3/2015 – 7/2018
Team leader over six techs responsible for over 3 million sq ft of buildings	
Johnson Controls / York - Tempe AZ	5/2005 - 3/2015
Commercial / Industrial / Residential service tech / Foreman over seven techs	
Tri-City Mechanical – Chandler AZ	6/2001 – 5/2005
Residential / Commercial / Industrial service tech	

EXHIBIT B

Chas Roberts – Mesa AZ

10/1999 – 6/2000

Residential / Light Commercial equipment retrofit

Training and Schooling

Carrier Centrifugal Compressors (9/2019)

Turbocor Compressors (9/2019)

Dimplex MRI Chillers (4/2019)

Niagra/Tridium Best Practices (11/2018)

OSHA 10 (5/2018)

Certified Energy Manager (12/2017)

Mitsubishi City Multi Factory Training (5/2016)

York – Eco2 YPAL packaged RTU Factory Training (3/2013)

Emerson / Liebert – Precision Cooling / Icom Controls and Networking (12/2012)

York – YT/YK Centrifugal Chiller Compressor Shaft Seal Training (10/2011)

York – Optiview Control Panel Factory Training (10/2011)

York – Water Cooled Centrifugal Chillers Products Overview (10/2011)

York – Centrifugal Chillers Factory Training (9/2011)

UA Local 469 Pipe Fitters Union - Star Exam (Journeyman) (2005)

ACCA – City of Phoenix Journeyman Mechanical Licensing Review Class (18 hrs) (11/2004)

Trane – Chilled Water Systems Air Conditioning Clinic (9/2004)

City of Phoenix – Mechanical Gas Fitter License (6/2004)

Trane – Trane Voyager Package Unit Factory Training (2003)

Southwest Safety Training Alliance – SSTA Core and OSHA (12/2003)

Carrier – Puron Refrigerant Certification (8/2002)

The Refrigeration School - RSI – Honors Graduate – EPA Master Certification (1998/1999)

EXHIBIT C

Contract Award Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: T22-001-29
Description: Trade Services

Issue Date: 01/14/2022

99790
B2B Direct Sales, Inc. dba The HVAC Company
James Hoover
3120 W. Carefree Hwy, Ste 1817
Phoenix, AZ 85086
Phone Number: 480-687-8081
Cell Number: 602-565-0518
Email Address: james@thehvacompany.net

Award Period
Beginning: 01/14/2022
Ending: 01/13/2025
Potential Renewals: Single three-year renewal

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements.

Invoices are to be sent directly to the requesting department.

Award Information

Table with 3 columns: Item, Description, Cost. Row 1: 1. Group 15 - HVAC; Maintenance and Repair, New, Install. Row 2: *See attached Pricing Sheet.

Eric Kraenzle
Eric Kraenzle (Jan 14, 2022 16:30 MST)
Eric Kraenzle, C.P.M.
Procurement Officer

Michael Greene
Michael Greene (Jan 20, 2022 17:10 MST)
Michael Greene, C.P.M., CPPO
Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

THIS IS NOT A PURCHASE ORDER

STATE OF ARIZONA

License No. ROC 329140

Office of the Registrar of Contractors

This is to certify that:
B2B DIRECT SALES, INC.

DBA (if any)

The HVAC Company

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

CR-39 Air Conditioning and Refrigeration

*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors in my office, City of
Phoenix, on June 3, 2020*



A handwritten signature in black ink, appearing to be "J. H. ...", is written over a horizontal line.

DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

State of Arizona

Department of State

TRADE NAME CERTIFICATION



The HVAC Company

I, Katie Hobbs, Arizona Secretary of State, do hereby certify that in accordance with the Trade Name Application filed in this Office, the Trade Name herein certified has been duly registered pursuant to Section 44-1460, Arizona Revised Statutes, on behalf of:

B2B Direct Sales, Inc.

4845 E Fernwood Ct Cave Creek, AZ 85331

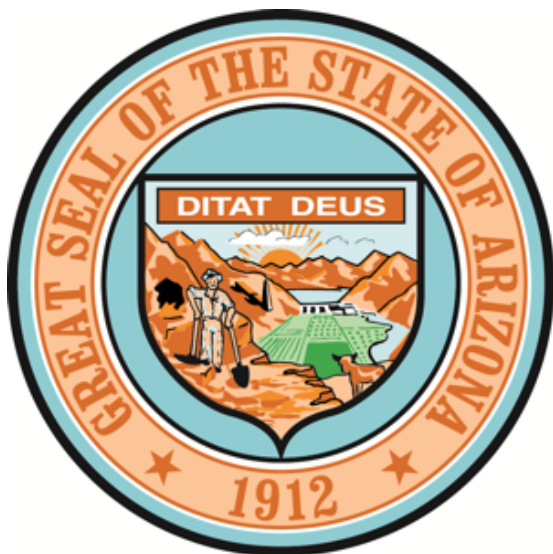
Registration Date: April 6, 2020

Expiration Date: April 6, 2025

Date First Used: April 1, 2020

Filing Number: 9149353

Application Date: April 6, 2020



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Arizona. Done at the Capitol in Phoenix, on this day, April 20, 2020.

A handwritten signature in black ink, appearing to be 'Katie Hobbs', written over a horizontal line.

Katie Hobbs
Secretary of State

Verification URL: go.azsos.gov/mhrm



Did you sign the vendor contract and signature form? If not, your Proposal will be rejected.

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.