

Request for Proposal (RFP) for Glass

Solicitation Number: 07-22

Publication Date: Tuesday, February 8th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, March 24th, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, March 17th, 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Glass for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Glass, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For
Glass

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 07-22



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals for a full range of architectural glass and glazing products, services and solutions for the design, furnishment, installation, repair, replacement, maintenance and other related solutions and services related to glass as defined here within.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- ◆ Submission of Response
 - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- ◆ Public Bid Opening
 - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

- ◆ Required Proposal Format
 - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

- ◆ Tabs
 - Tab 1 – Master Agreement / Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's

history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References and Experience (20 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing

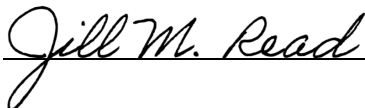
- ◆ Value Added Products/Services Description, (8 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

- ◆ Technology for Supporting the Program (7 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Binswanger Enterprises, LLC	DBA - Binswanger Glass
Address	340 S Hollywood St.	
City/State/Zip	Memphis, TN 38104	
Telephone No.	800-365-9922	
Fax No.		
Email address	glazing@binswangerglass.com	
Printed name	Jill M. Read	
Position with company	National Key Accounts Manager	
Authorized signature		

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Binswanger Enterprises, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 02-137, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Glass;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

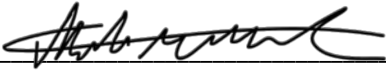
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

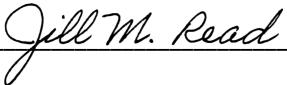
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: April 19, 2022

Vendor:

Binswanger Enterprises, LLC
 Name: Jill Read
 Title: National Key Accounts Manager
 Address: 340 S Hollywood St.
Memphis, TN 38104
 Signature: 
 Date: 3/22/22

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

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

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE NO
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB NO

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Memphis, State of TN

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
- A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
- | | |
|--|--|
| <input type="checkbox"/> Manufacturer Direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input checked="" type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____ |

◆ **Processing Information**

- Provide company contact information for the following:
- **Sales Reports / Accounts Payable**
Contact Person: Cody Yearwood
Title: Finance Manager
Company: Binswanger Glass
Address: 340 S. Hollywood St.
City: Memphis State: TN Zip: 38104
Phone: 901-312-8150 Email: glazing@binswangerglass.com

- Purchase Orders

Contact Person: Jill Read
Title: National Key Accounts Sales Manager
Company: Binswanger Glass
Address: 340 S. Hollywood St.
City: Memphis State: TN Zip: 38104
Phone: 901-229-8481 Email: glazing@binswangerglass.com

- Sales and Marketing

Contact Person: Jennifer Brereton
Title: Marketing Director
Company: Binswanger Glass
Address: 340 S. Hollywood St.
City: Memphis State: TN Zip: 38104
Phone: 901-340-3221 Email: glazing@binswangerglass.com

- ◆ Pricing Information

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

TAB 4 VENDOR PROFILE

Binswanger Enterprises, LLC - DBA, Binswanger Glass

Binswanger Glass was founded in 1872 when Samuel Binswanger opened a small glass store in Richmond, Virginia. Today, Binswanger Glass has over 53 locations in 10 states and continues to expand. We are the largest and most experienced full-service glass installer in the United States. We offer commercial, residential and auto glass products, design and installation services.

D&B Number: 968704994

Organizational Chart:

Bill Collins – Comptroller

Cody Yearwood – Finance Manager

Ricky Cooper – Director of National Accounts

Jill Read – National Key Accounts Sales Manager

Jennifer Brereton – Marketing Director

Corporate Office Location:

340 S. Hollywood St., Memphis TN 38104

Service Locations Across US:

BINSWANGER ENTERPRISES LLC STORE LOCATIONS							
BR#	ADDRESS	CITY	ST	ZIP	STORE PH	MANAGER	Email
11	340 S. Hollywood	Memphis Corporate office	TN	38104	901-767-7111	Mark Newsome	mnewsome@binswangerglass.com
15	340 S. Hollywood	Memphis	TN	38104	901-452-7775	Brian Novak	bnovak@binswangerglass.com
16	2410 Kemp Boulevard	Wichita Falls	TX	76309	940-767-1429	Ross Little	rlittle@binswangerglass.com
17	1009 W. Fifth	Amarillo	TX	79101	806-372-5511	Jason Boren	jboren@binswangerglass.com
19	8733 Burnet Road	Austin	TX	78757	512-454-7755	Scott Rubin	srubin@binswangerglass.com

23	12608 Warwick Blvd.	Newport News	VA	23606	757- 930- 0400	Michael Brown	mbrown@binswangerglass.com
29	16721 Hollister Street, Suite C	Houston Auto Glass	TX	77066	800- 385- 0479	Tiffany Brown	tbrown@binswangerglass.com
35	2245 US 70 SW	Hickory	NC	28602	828- 322- 4241	Mark Graham	mgraham@binswangerglass.com
38	1005 N Battlefield Blvd.	Chesapeake	VA	23320	757- 547- 9141	Ray Lewis	rlewis@binswangerglass.com
39	1500-B Tomlynn Street	Richmond (Downtown)	VA	23230	804- 257- 7300	Linda Harris	lharris@binswangerglass.com
43	128 Transit Drive	Greenville	SC	29607	864- 675- 0750	Les Davis	ldavis@binswangerglass.com
48	1724 Cypress Creek Parkway	Houston (North)	TX	77090	281- 440- 6024	Danelle Cruz	dcruz@binswangerglass.com
49	3330 Chimney Rock	Houston (Chimney Rock)	TX	77056	713- 782- 2424	Steve Schant	sschant@binswangerglass.com
53	4664 Highway 29	Lilburn (Atlanta)	GA	30047	770- 564- 3730	Evan Otruba	eotruba@binswangerglass.com
56	10303 Colonel Glenn Rd. - Ste. I-1	Little Rock	AR	72204	501- 224- 0395	Wes Lowry	wlowry@binswangerglass.com
78	5224 Avenue S	Galveston	TX	77551	409- 744- 5235	Mark Sundberg	msunderg@binswangerglass.com
79	502 N. Walnut Street	Sherman	TX	75090	903- 892- 9119	Charlie West	cwest@binswangerglass.com
82	3313 McKinney Street	Houston(Downtown)	TX	77003	713- 224- 9262	Darren Lohman	dlohman@binswangerglass.com
87	4195 College Street	Beaumont	TX	77707	409- 842- 1209	Robert Ozment	rozment@binswangerglass.com

89	11936 Brittmoore Park Drive	Houston Contract	TX	77041	713- 690- 6030	Dan Tagliaferri	dtagliaferri@binswangerglass.com
94	14452 W Beltwood Pkwly	Farmers Branch (Dallas)	TX	75244	972- 231- 2568	Connie Sneva	csneva@binswangerglass.com
95	2627-A Cooper Street	Arlington (Dallas)	TX	76015	817- 274- 1671	Jeffrey Emerson	jmerson@binswangerglass.com
97	3443 N. First Street	Abilene	TX	79603	325- 673- 8141	Walter Pounds	wpounds@binswangerglass.com
98	101 Bedford Road	Bedford (Fort Worth)	TX	76022	817- 282- 7311	Jeffrey Emerson	jemerson@binswangerglass.com
100	4019 Brett Avenue	Corpus Christi	TX	78411	361- 855- 4252	Joe Cirilo	jcirilo@binswangerglass.com
103	3808 Amnicola Highway	Chattanooga	TN	37406	423- 624- 1501	Robby Asbill	rasbill@binswangerglass.com
105	1300 S. University Drive, Suite 250	Contract Training Center	TX	76107	817- 332- 3714	John McGee	jmcgee@binswangerglass.com
118	10822 Pineville Rd, Unit C	Pineville	NC	28134	704- 867- 8966	Kevin Flick	iflick@binswangerglass.com
119	410 Spring Garden Street	Greensboro	NC	27401	336- 273- 8100	Dino Graziano	dgraziano@binswangerglass.com
121	2527 Atlantic Avenue	Raleigh	NC	27604	919- 832- 4666	Matt Harloe	mharloe@binswangerglass.com
122	3646 N. Graham Street	Charlotte	NC	28206	704- 333- 5497	Michael Robinson	mrobinson@binswangerglass.com
129	2627-A Cooper Street	DFW Auto Glass	TX	76015	817- 274- 1671	Tiffany Brown	tbrown@binswangerglass.com
139	4222 Harry Hines Blvd.	Dallas	TX	75219	214- 520- 6583	Daniel Irlando	dirlando@binswangerglass.com
143	2400 White Settlement Road	Fort Worth	TX	76107	817- 332- 6117	Chris Mahon	cmahon@binswangerglass.com

502	747 Meeting Street	West Columbia	SC	29169	803-798-8787	Terry Prosser	tprosser@binswangerglass.com
535	1157 SE Marietta Pkwy SE	Marietta (Atlanta)	GA	30060	770-952-3618	Mike McFadden	mmcfadden@binswangerglass.com
539	9514 West Broad	Richmond ((Broad Street))	VA	23294	804-270-7269	Chuck Downs	cdowns@binswangerglass.com
545	822 Rangeline Road	Joplin	MO	64801	417-624-4491	Chris Farris	cfarris@binswangerglass.com
549	616 S. Bus. 65 Highway	Branson	MO	65616	417-334-5179	Paul Norman	pnorman@binswangerglass.com
550	317 E. Kenosha	Broken Arrow	OK	74012	918-258-1531	Brent Mercer	bmercer@binswangerglass.com
551	2150 South Campbell	Springfield	MO	65807	417-881-2057	Greg Gropp	ggropp@binswangerglass.com
555	2401 E. Plano Parkway Ste 200	Plano (Dallas)	TX	75074	972-424-8554	Jason Panell	jpanell@binswangerglass.com
575	1133 Caprice Drive	Castle Rock	CO	80109	303-688-3945	Angelo Mendez	amendez@binswangerglass.com
579	2740 North 27th Street	Lincoln	NE	68521	402-467-2596	Bruce Dambach	bdambach@binswangerglass.com
580	1902 Omaha Avenue	Norfolk	NE	68701	402-371-0430	Roland Pedersen	rpedersen@binswangerglass.com
585	475 NW Barry Road	Kansas City (Gladstone)	MO	64155	816-436-2840	Tim Hand	thand@binswangerglass.com
586	1530 East 23rd Street	Independence	MO	64055	816-252-3888	Tim Hand	thand@binswangerglass.com
588	6219 Nieman Road	Shawnee	KS	66203	913-631-0660	Jason Mullin	jmullin@binswangerglass.com
593	211 West 37th Street	Topeka	KS	66611	785-267-4090	Jason Tomlinson	jtomlinson@binswangerglass.com

609	3914 N. Rockwell Avenue	Bethany (Oklahoma City)	OK	73008	405-789-3545	Steve Rippy	srippy@binswangerglass.com
614	601 E Memorial Road	Oklahoma City	OK	73114	405-348-2177	Jeremy English	jenglish@binswangerglass.com
615	3525 North Flood	Norman (Retail)	OK	73069	405-329-6611	Todd Bremerman	tbremerman@binswangerglass.com
635	9401 S. Pole Road, Ste 300	Oklahoma City (Contract)	OK	73160	405-573-7655	David Marshall	dmarshall@binswangerglass.com

Payment Terms: NET 30

Competition in Market:

Binswanger Glass is the largest full-service glass and glazing company in the US. We are located in over 50 different markets in the US. Each market has smaller local competitors within it. Those competitors that are larger, and therefore can compete with us directly from a size perspective are limited. See list below:

- Mass Glass
- Cornell Storefronts
- MG Glass, Inc.
- Dallas Glass and Mirror
- Lone Star Glass

TAB 4 VENDOR PROFILE

What differentiates Binswanger Glass from competitors:

LONGEVITY We use our 150 years of experience in the industry to provide proficient project management, value engineering, expert installation and seamless teamwork to work with every client.

SAFETY - Binswanger is fully licensed and insured

CODES Binswanger Glass has teams of professionals who know building codes thoroughly and can help you crack the code to stay compliant.

ACCOUNTABILITY All of our work is guaranteed by a one-year workmanship warranty. All Binswanger locations are Better Business Bureau Accredited and hold an A+ rating and we are ranked #7 in the 2021 Glass Magazine's Top 50 Glaziers list, the longest-running glass industry ranking that is compiled annually.

Marketing the Contract:

Binswanger Glass is one of the largest full-service glass and glazing operations in the United States. Because of that size and our long history, we have built relationships with various media entities both within our industry and out.

If we were successful in working on this project our marketing game plan could be the following:

Marketing with a co-branded angle.

- Press Release with both company's logos, and quotes from both company's principals. The Press Release could be distributed to our lists and we can also use a premium setting at PR Web to reach more audiences in the region.
- Post on our Facebook and Twitter pages and tagging in your company where applicable. We could also "boost" that post with our marketing budget to reach more users.
- We can create a co-branded marketing piece that will be available electronically.
- We can create a co-branded website landing page where would house the promotional materials.

As for demonstrating benefits of this contract and plans to market the agreement, all of that would revolve around the above angles. Specifically having a webpage that has all of the details is a great example of how we work a program. We treat every customer with a unique approach. Everything is customized to meet their needs and benefits. If we have a customer that would want to see what we have done for others we would share this program with them.

TAB 4 VENDOR PROFILE

Introducing NCPA to Binswanger Glass

Communicate, train, take action and repeat.

Communicate with our 800+ employees via email with a link to the NCPA website and a one page reference sheet for employees.

Training sessions to introduce specific groups such as estimators, CSSR, Branch Managers at Binswanger Glass to NCPA. To teach the value of the contract to these groups and how to utilize the contract for existing and new customers.

Put into action a follow-up procedure and accountability for contacting existing and new customers with the NCPA contract opportunity.

Repeat communication and training every quarter.

Capabilities of on-line catalog/ordering website

Customers may request a quote via our website for:

- Commercial storefront doors, curtain wall, office partitions, mirrors, security glazing, transaction windows
- Residential Glass – glass tabletops, mirrors, sliding back doors, glass wine cellars, window replacement
- Shower Doors
- Auto Glass

We do not offer a catalog of products on-line or via website to place an order from directly.

Customer Service Department:

Two national phone numbers:

800-337-9244

800-866-9922

Hours for service: 7 am – 5 pm CST

There are 6 attendants that can assist the caller with reaching a branch office, a specific individual or general questions about products.

Website also has a “Contact Us” button that sends the contact information instantly to a dispatch person.

TAB 4 VENDOR PROFILE

Green Initiatives

Finished glass and metal are clean, renewable products purchased directly from the manufacturer, who remains responsible for measuring the annual emissions of the natural gas used during the production process. These emission quantities cannot be allocated to the end user. We recycle all used glass (pulverized to create reflective paint) and metal (melted down and reused). All product containers are disposed of as instructed in manufacturer's Safety Data Sheets.

Anti-Discrimination Policy

It is the policy of Binswanger Enterprises, LLC ("Binswanger") that we will recruit, hire, train, and promote persons in all job titles, and ensure that all other personnel actions are administered, without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, and disability, or other legally protected status, and we will ensure that all employment decisions are based only on valid job requirements.

Binswanger is a federal contractor/subcontractor subject to Executive Order 11246, Section 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) and Section 503 of the Rehabilitation Act of 1973, as amended (Section 503). Binswanger is committed to equal employment opportunity, and it is Binswanger's policy to take affirmative action to employ and advance in employment minorities, females, protected veterans and individuals with disabilities. Binswanger will also provide reasonable accommodation to known physical or mental limitations of an otherwise qualified employee or applicant for employment, unless the accommodation would impose undue hardship on the operation of our business.

As Chief Executive Officer, I support our company's affirmative action program. Binswanger ensures that all employment decisions are based only on valid job requirements. In addition, employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) filing a complaint; (2) assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of section 503, VEVRAA, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities or protected veterans; (3) opposing any act of practice made unlawful by section 503, VEVRAA, or their implementing regulations in this part, or any other Federal, State or local law requiring equal opportunity for individuals with disabilities or protected veterans; or (4) exercising any other right protected by section 503, VEVRAA or their implementing regulations in this part.

Our affirmative action program contains an audit and reporting system which enables us to measure the effectiveness of our program, indicate any need for remedial action, determine the degree to which our objectives have been attained, determine whether protected veterans and individuals with disabilities have had the opportunity to participate in company-sponsored activities, measure our compliance with the program's specific obligations, and document actions taken to comply with these obligations.

I have delegated responsibility for implementing our affirmative action program to Les Young, Director of Human Resources. Binswanger employees and applicants may review the non-confidential portions of the affirmative action plans during regular business hours. Please contact Les Young at (901)537-8418 or lyoung@binswangerglass.com, during normal business hours to review the affirmative action plan.

TAB 4 VENDOR PROFILE

Vendor Certifications

CONTRACTOR LICENSES BY STATE

03-24-22

BINSWANGER GLASS CONTRACT REVIEW TEAM

1300 S University Drive, Suite 250 Phone 817.332.3714 Fort Worth, TX 76107-8001 Fax 817.332.5816

#	St	Issued	Expires	License #	Classification
1	AL	11/18/21	11/30/22	S-52252	Curtainwalls; Glass and Glazing; Glass Windows and Doors; Glazed Curtainwall
2	AR	04/23/21	05/31/22	33275	Glass; Glazing; Doors; Windows; Hardware; Storefronts
4	DC	07/01/21	06/30/23	410517000173	General Service and Repair; General Construction; Construction Manager
5	FL	08/28/20	08/31/22	SCC131152000	Glass and Glazing Contractor Bond posted
6	GA	01/01/12	Perpetual	K08665758	
9	LA	07/19/21	07/18/24	57212	Glass; Glazing; Store Fronts; Metal Partitions, Panels, and Siding
10	MD	Job Specific	Job Specific	—	Out-of-State Contractor (only renewed when bidding job there)
12	MS	01/22/22	01/22/23	19395-SC	Glass, Glazing, Windows & Skylights
13	NC	01/12/22	12/31/22	54704	Limited: Building
14	NE	06/01/21	06/01/22	23565-21	Contractor Registration
15	NM	10/12/17	Perpetual	393310	Windows, Doors, Skylights: GS14

17	SC	06/04/12	10/31/22	G117303	General Contractor: IR5 SS5
18	TN	03/31/20	03/31/22	65712	Contractor Registration
20	UT	02/10/17	11/30/23	10239565-5501	Contractor with LRF
21	VA	01/31/22	01/31/24	2705144322	Class A Contractor: CIC
22	WV	08/27/21	08/27/22	WV051286	Glass and Glazing

Solicitation Number: 07-22

TAB 5 – PRODUCTS AND SERVICES

Warranty – Flat Glass

Limited Warranty. Binswanger Glass Co. warrants to Buyer only that the material furnished and installed hereunder are free from defects in material (limited to the scope of the manufacturer’s warranty in the case of any material) and workmanship for a period of one (1) year from the date of installation, if installed by Binswanger Glass Co., or one (1) year from the date of delivery if not installed by Binswanger Glass Company. In the event the materials furnished and installed hereunder prove to be defective within such period (limited to the scope of the manufacturer’s warranty in the case of material), Binswanger Glass Co. will, at its option, repair or replace the defective materials without charge for materials. This remedy shall be the sole and exclusive remedy under this warranty. Binswanger Glass Co. shall not be liable for special, incidental, consequential, or other damages in connection with such defect. This warranty shall not apply to the breakage of glass. Replacement of material under this warranty shall not extend the warranty period applicable to the original material. Any implied warranty of merchandise or implied warranty of fitness for a particular purpose or use applicable to the materials furnished hereunder shall be limited in duration to the period of the warranty extended hereunder. Some states do not allow limitations on how long an implied warranty lasts to the exclusion or limitations of incidental or consequential damages so that the above limitations or exclusions may not apply in the case of this Proposal. To obtain performance under this limited warranty, Buyer must notify Binswanger Glass Co., in writing, at the address on page one hereof.

Construction Workmanship Warranty

WORKMANSHIP WARRANTY

To: Contractor

Project: _____

Attn: _____

Guarantee Period: Begins _____ thru _____

The undersigned **Binswanger Enterprises, LLC, dba Binswanger Glass** (hereinafter Subcontractor) performed installation of Glass and Glazing related work on behalf of **Contractor name** (hereinafter Contractor) for the **Project name** (hereinafter Project). According to the Drawing and Specifications prepared for said Project, Subcontractor does hereby guarantee all Glass and Glazing labor furnished and performed is free from workmanship defects, and is in conformance with industry standards for this portion of the Work.

The Subcontractor certifies all Materials used for said Work meet the Specification in its entirety. The Subcontractor shall not be responsible for the adequacy of the performance or design criteria required by the Specifications, and all Materials will be warranted by its manufacturer, including insulated glass units produced by **Glass Supplier name (Exhibit A)**, and aluminum entrance and glazing system with Kynar/Hylar coating by **Metal manufacturer's name with address (Exhibit B)**. Said manufacturer's warranties are hereby incorporated in and attached herewith as Exhibits "A" and "B".

Subcontractor agrees to repair, at its own expense, any portion of said Work which may prove to be defective for a period of one (1) year from the beginning of the Guarantee period, which shall commence upon substantial completion of Subcontractor's Work. If, during the one-year period for correction of work, the Contractor fails to notify the Subcontractor and give the Subcontractor opportunity to make the correction, the Contractor waives its rights to require correction by the Subcontractor and to make a claim for breach of warranty. The Subcontractor shall not be required to remedy any loss or damage which is not attributable to the fault or negligence of the Subcontractor or otherwise caused by any person or entity for whose acts the Subcontractor is not liable. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Subcontractor further agrees that should a defect become apparent within the Guarantee period, Subcontractor shall endeavor to repair such defect within a time period of seven (7) business days after being informed by Contractor and/or the Owner or their representatives. Any attempt by Subcontractor to begin to cure any such claimed default that is bona fide and effective to correct or substantially assure correction of the default, shall meet the requirements of the seven (7) business day cure period. If at the end of said seven (7) business day time period, Subcontractor is unable to begin the repairs, the Contractor and/or Owner shall have the option of taking any steps they reasonably deems necessary to make the repairs, and Subcontractor will reimburse the Contractor and/or Owner in full for any expenses incurred in having the repairs made. Any such action by Contractor shall not be a breach of the provisions of this Guarantee. Subcontractor further agrees to repair, at its sole cost, any damage which may be caused in making repairs subject to this Warranty.

SUBSCRIBED AND SWORN TO Before Me this _____ day of _____, 20XX.

Binswanger Glass, a division of Binswanger Enterprises, LLC. (seal)

Company Representative Signature

Printed Name of Representative

Solicitation Number: 07-22

TAB 5 – PRODUCTS AND SERVICES

Products & Systems – Binswanger Glass is responding to all of the categories below. There are a wide variety of manufacturers that are utilized for each category below. With this being understood, here are the top 10 manufacturers that Binswanger Glass utilizes frequently for procurement of products:

Top 10 manufacturers:

Kawneer North America, YKK AP, Tubelite Inc., C. R. Laurence Co., Trulite Glass & Aluminium, Oldcastle Building Envelope, Hartung Glass Industries, U.S. Aluminum, Manko Window Systems, Cardinal Shower Enclosures

- Storefront & Aluminum Doors
- Automatic Folding, Sliding, Swinging Doors
- Fire-Rated Steel Hollow Metal Doors
- Revolving Doors
- Impact Glazing
- Cladding
- Curtain Wall Systems
- Glass Table Tops, Shelving
- Skylights
- Breath Barriers
- Mirrors, Mirror Walls, Frames
- Security Glass
- Marine Glass
- Annealed Replacement Glass
- Shower Doors
- Safety Laminated Glass
- Heavy Equipment Glass
- Insulated Glass Units
- Transaction Windows

SERVICES:

- Furnish and Install, Glazing
- Repair, Retrofits, Replacements
- 24-hour Emergency Service
- Mobile Services
- Project Management
- Design and Engineering
- Energy Efficiency
- Warranty

Solicitation Number: 07-22

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

Binswanger Glass is an awarded dealer and certified installer of Defenselite. Defenselite products are clear, retrofit polycarbonate security glass system engineered to prevent forced entry. As a certified installer, Binswanger Glass will offer a 5% deduct in **material price** for the “Standard” Defenselite product and a 3% material price deduct for the “Pro” Defenselite product when a customer places and order directly with Binswanger Glass. Deduct provided via quote. Showing list price of material and then % of discount to product specific.

<https://www.defenselite.com/>

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts,

and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror: __Binswanger Enterprises, LLC_____

Address: 340S.Hollywood

City, State, Zip: *Memphis, TN 38104*_____

Authorized Signature: _____*W L Co*_____

Date: ___3/7/22_____

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Binswanger Enterprises, LLC
Print Name	Jill M. Read
Address	340 S. Hollywood St.
City, Sate, Zip	Memphis, TN 38104
Authorized signature	<i>Jill M. Read</i>
Date	3/24/22

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

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

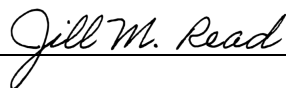
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

3/24/22

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Binswanger Enterprises, LLC
Address	340 S. Hollywood St,
City/State/Zip	Memphis, TN 38120
Telephone No.	800-365-9922
Fax No.	
Email address	glazing@binswangerglass.com
Printed name	Jill M. Read
Position with company	National Key Accounts Sales Manager
Authorized signature	<i>Jill M. Read</i>

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present

and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any

obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/State_and_Territories.shtml

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