

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ 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 five (5) additional one-year terms or any combination of time equally not more than 5 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; pandemics; 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. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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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 five (5) additional one-year terms or any combination of time equally not more than 5 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.
- ◆ Price Increases
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or 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

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ 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

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- ◆ 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 (15 points)
  - A minimum of ten (10) public sector 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, (10 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Innovation (10 points)
  - Past Innovation, how it affected sales
  - Future Innovation in the pipeline

# Signature Form

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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	Egan Visual Corporation
Address	300 Hanlan Rd
City/State/Zip	Vaughan, ON L4L3P6
Telephone No.	800-263-2387
Fax No.	
Email address	contracts@egan.com
Printed name	M. Jamie Noguchi
Position with company	Special Projects Manager
Authorized signature	Michael J Noguchi <small>Digitally signed by Michael J Noguchi Date: 2022.07.18 09:46:59 -0400</small>

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Egan Visual (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-86, 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 Furniture;

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

- 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.

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor:</b>	Egan Visual Corporation
Name: <u>Matthew Mackel</u>	Name: <u>M. Jamie Noguchi</u>	
Title: <u>Director, Business Development</u>	Title: <u>Special Projects Manager</u>	
Address: <u>PO Box 701273</u>	Address: <u>300 Hanlan Rd</u>	
<u>Houston, TX 77270</u>	<u>Vaughan, ON L4L3P6</u>	
Signature: <u></u>	Signature: <u>Michael J Noguchi</u>	<small>Digitally signed by Michael J Noguchi Date: 2022.07.18 09:45:42 -0400</small>
Date: <u>September 1, 2022</u>	Date: <u>7/18/22</u>	

# Tab 3 – Vendor Questionnaire

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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 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 type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input 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 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 type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input 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)  
FOB Destination to within 48 continental US.

- |   |  |
|---|--|
| <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
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Vaughan,  
State of ON

◆ **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 3<sup>rd</sup> 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 checked="" type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller   | <input type="checkbox"/> Other: _____                                       |

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Jamie Noguchi  
Title: Special Projects Manager  
Company: Egan Visual  
Address: 300 Hanlan Rd  
City: Vaughan State: ON Zip: L4L3P6  
Phone: 800-263-2387 Email: jnoguchi@egan.com

▪ Purchase Orders

Contact Person: Customer Service  
Title: \_\_\_\_\_  
Company: Egan Visual  
Address: 300 Hanlan Rd  
City: Vaughan State: ON Zip: L4L3P6  
Phone: 800-263-2387 Email: customerservice@egan.com

▪ Sales and Marketing

Contact Person: Jamie Noguchi  
Title: Special Projects Manager  
Company: Egan Visual  
Address: 300 Hanlan Rd  
City: Vaughan State: ON Zip: L4L3P6  
Phone: 800-263-2387 Email: jnoguchi@egan.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

- ◆ Company's official registered name.

Egan Visual Corporation

- ◆ Brief history of your company, including the year it was established.

Egan Visual, founded in 1967, is the market leader in designing and manufacturing visual communication systems and furniture for business, conference, and training environments. Egan products include markerboards, tackboards, glass boards, track system markerboards, presentation cabinets, interactive flat panels, dry-erase wallcoverings, open office furniture, lecterns and mobiles. Egan VersaSurface™ (EVS) is a remarkable material that provides superb dry-erase and projection screen capabilities in a single product – unique to Egan.

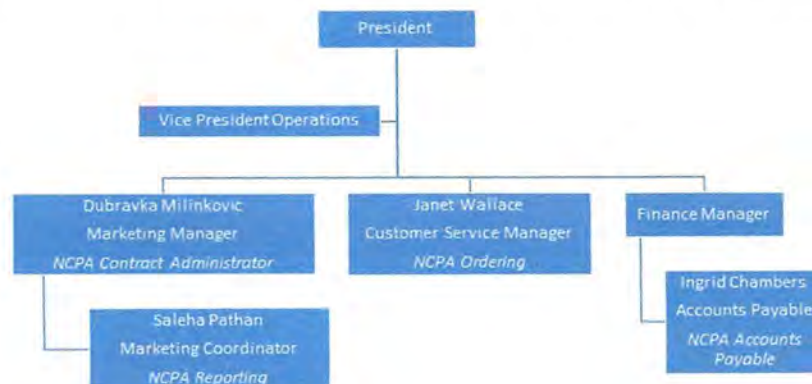
Egan's strong Custom Response Program invites feedback and development of customer driven product refinements. This results in a continually renewing product pipeline of highly relevant, market leading, quality products.

Egan Visual has been certified to have established, documented, implemented and maintain a Quality Management System as well as an Environmental Management Systems. LEED® data sheets and GREENGUARD certificates available. Environmental issues and requirements will remain a main focus for Egan. A continuous improvement manager is a member of the Egan staff and has overseen the company through the ISO 9001 and ISO 14001 environmental and quality management requirements.

- ◆ Company's Dun & Bradstreet (D&B) number.

205543267

- ◆ Company's organizational chart of those individuals that would be involved in the contract.





◆ Corporate office location.

O List the number of sales and services offices for states being bid in solicitation.

Egan Visual Corporation  
300 Hanlan Road, Vaughan, ON L4L 3P6

O List the names of key contacts at each with title, address, phone and e---mail address.

Ordering:  
James Bortoluzzi  
Customer Service Manager  
300 Hanlan Road, Vaughan, ON L4L 3P6  
Toll-free: 800-263-2387  
Fax: 905-851-3426  
Email: [orders@egan.com](mailto:orders@egan.com)

Reporting and Contract Administration:  
Jamie Noguchi  
Special Projects Manager  
300 Hanlan Road, Vaughan, ON L4L 3P6  
Toll-free: 800-263-2387  
Fax: 905-851-3426  
Email: [contracts@egan.com](mailto:contracts@egan.com)

Accounts Payable:  
Sudesh Mehta  
Accounts Payable  
300 Hanlan Road, Vaughan, ON L4L 3P6  
Toll-free: 800-263-2387  
Fax: 905-851-3426  
Email: [ichambers@egan.com](mailto:ichambers@egan.com)

Sales:  
Chris Benavides  
VP of Sales  
300 Hanlan Road, Vaughan, ON L4L 3P6  
Toll-free: 800-263-2387  
Cell: 951-836-9001  
Email: [cbenavides@egan.com](mailto:cbenavides@egan.com)

◆ Define your standard terms of payment.

Net 30

◆ Who is your competition in the marketplace?

Ghent, Claridge, Clarus, Skyline, Hightower, Quartet

◆ What differentiates your company from competitors?

Egan Visual is a designer, and manufacturer of visual communications products that help our end users boost collaboration, interest, engagement and productivity in corporate, educational, government, healthcare, worship, entertainment, and retail markets.

Egan's visual communications solutions are intuitive, robust, durable, made from highest-grade materials for a steady, long-life performance. What differentiates Egan from the rest of the market is the legacy of almost 50 years of manufacturing highest quality, modern visual communications furniture, manufactured in North America, backed by exceptional Customer Service support.

Our craftsmanship has been recognized by Fortune 500 companies to local business workplaces, who turn to Egan as a go-to visual communications manufacturer.

Egan is also known for its sophisticated Custom Response program, allowing customers to request derivative designs of our standard product offering, as well as entirely new product design that falls under Egan's niche of office furniture.

◆ Describe how your company will market this contract if awarded.

**Purpose and Mission**

Define a marketing and sales strategy to improve market penetration to support Egan Visual contract with NCPA and achieve the following two goals:

- Grow sales
- Expand the presence of high-quality Egan product for nation-wide counties, cities, special districts, local governments, school districts, private K-12 schools, higher education institutions, states, other government agencies, healthcare organizations or non-profit organizations.



### Situational Analysis

Egan Visual specializes in designing and manufacturing visual communication furniture for corporate, government, healthcare, education and retail markets. It is the intention of Egan Visual to meet the needs of NCPA and its members to provide furnishings on an “as needed” basis in support of their daily operations.

### Marketing Objective and Strategy

Egan seeks to provide NCPA buyers with a range of high-quality visual communication products. To make sure this goal is accomplished the company will engage the representatives with clear objectives and tools to increase awareness and recognize opportunities. Tools and collateral material will be seeded to the Dealer network to promote Egan product and increase sales.

### Communication Strategy

- Email marketing campaigns
- Established Sales representation through our nation-wide networks of Representative Firms
- Toll-free to head office
- Elaborate online product information
- NCPA-specific landing page on [egan.com](http://egan.com)
- Egan product binder program
- Product Knowledge live sessions (webinars)
- Tradeshow campaigns

#### ◆ Describe how you intend to introduce NCPA to your company.

Egan has a process in place when awarded a new contract. Internal administration is conducted through Lotus Notes/QSi process flow, where all relevant stakeholders are added to the project and are being informed of all steps/other actions taken in bidding/managing the contract.

External announcements are then made to our Sales Network of professional Rep Firms, and our dealer base. Additional marketing activities follow. Please see “◆ Describe how your company will market this contract if awarded” section above.

Egan fortunately has a current Furniture contract with NCPA.

#### ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

Due to a sheer volume of specification options available to our customers, Egan currently does not manage an online ordering website. Products are specified by using current Egan Price & Specification Guide, which is available online at: [www.egan.com](http://www.egan.com).

◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Tel: 905-851-2826  
Toll-free: 800-263-2387  
Fax: 905-851-3426

Egan Visual Customer Service is open:  
Monday to Thursday 8am-4.30pm ET  
Friday 8am-1pm ET

After hours service is also available on weekdays until 7pm ET.

◆ Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, and ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

We want to make sure that the steps we take today will lead to a better tomorrow. So, sustainability is embedded into everything we do – from the materials we choose, to the way we build our products, and how we use what's left.

We're proud to say that byproducts of our manufacturing process contribute nearly zero waste to landfill. That's because the materials and products that come into our factory either leave as finished products or end up being reused, recycled or converted to energy.

When we updated our interior LED lighting, it cut our annual electricity consumption by 225,146 kWh – the equivalent of powering 3,000 homes for one month. This earned us a Certificate of Achievement from PowerStream, our factory's utility company.

We pride ourselves on being environmentally responsible, as we take every step to ensure a better future for not only our company, but the atmosphere as well. Through our Toxic Reduction Plan, we're able to exponentially decrease the use of toxic chemicals and TOCs at our facility.





◆ Vendor Certifications (if applicable)

○ Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

All Egan products are GREENGUARD certified. Egan promotes global sustainability, environmental health, and safety. Our products have low chemical emissions, preserving the quality of the air in which the products are used. GREENGUARD conducts strict chemical emissions tests, and certifies products that meet healthy interior standards. Download your copy of Egan product GREENGUARD Certificates at [www.egan.com](http://www.egan.com)

## Tab 5 – Products and Services

◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with. Respondents do not have to offer every category in order to be considered for award.

- Audio / Visual Furniture
- Classroom / Educational / Dormitory
- Healthcare
- Library
- Office
- Science Lab
- Tables

Egan Visual has a network of almost 60 professional sales rep firms that cover all continental US states.

Any product-related inquiries will be promptly addressed by Egan Customer Service team, which can be reached at:

Toll-free: 800-263-2387

Fax: 905-851-3426

Email: [customerservice@egan.com](mailto:customerservice@egan.com)

Delivery:

Egan will deliver under standard Terms & Conditions to 48 contiguous states and District of Columbia at 60 days ARO or sooner. Items identified in RED in the current Price and Specification Guide are Instant Ship items, and will ship within 2-5 business days.

The freight costs are invoiced per the following:

Single shipment total at list: \$0-4,999, freight charge \$199

Single shipment total at list: \$5,000-9,999, freight charge \$299

Single shipment total at list: \$10,000+, freight charge \$399

Single shipment total at list: Small Parcel, freight charge \$40

**Installation:**

Installation shall be quoted by the dealer on a case-by-case basis.

◆ **Warranty & Claims**

Please see Egan Terms & Conditions for details about Warranty & Claims.  
Terms & Conditions can be found at: [www.egan.com](http://www.egan.com)

◆ **Manufacturers**

If respondent is a manufacturer, please provide list of dealers/resellers you wish to assign underneath the contract.

Egan utilizes hundreds of independent dealers throughout the US. Our dealer list is ever changing. To find an authorized dealer in your area, please contact Egan Customer Service at:

Toll-free: 800-263-2387

Fax: 905-851-3426

Email: [customerservice@egan.com](mailto:customerservice@egan.com)



## **Tab 8 -Value Added Products and Services**

See [Appendix A](#).





## **Appendix A**

### **Egan Visual Value Added Products and Services**



Egan Versa Presentation Surface (EVS™) is an Egan exclusive patented-technology presentation surface introduced in 2002. It is a unique invention that distinguishes Egan products from the rest in the presentation furniture industry. EVS has inspired the creation of various whiteboard and projection screen product offerings. It is the unique tool for generating, capturing and presenting ideas. This technology surface enhances communication by supporting whiteboard brainstorming as well as data projection of popular presentation formats.

The matte-white finish reduces glare from ambient light in office environments. Glare can cause a reduction in character-to-background contrast, reducing the legibility of screen characters, which at the extreme can cause the contents of the whiteboard to become unrecognizable. Because this only affects viewing at eye level and from only parts of the room, many whiteboard users are not even aware of this major shortcoming! To overcome glare, whiteboard readers will often squint or move about to minimize the effect. EVS solves that problem.

EVS provides a matte-white surface with an incredibly low-gloss factor that is guaranteed-to-clean. The unique surface provides a comfortable 160° viewing angle of your projected image. That means you get a crisp, clear view from almost any angle in the room, without dimming the lights.

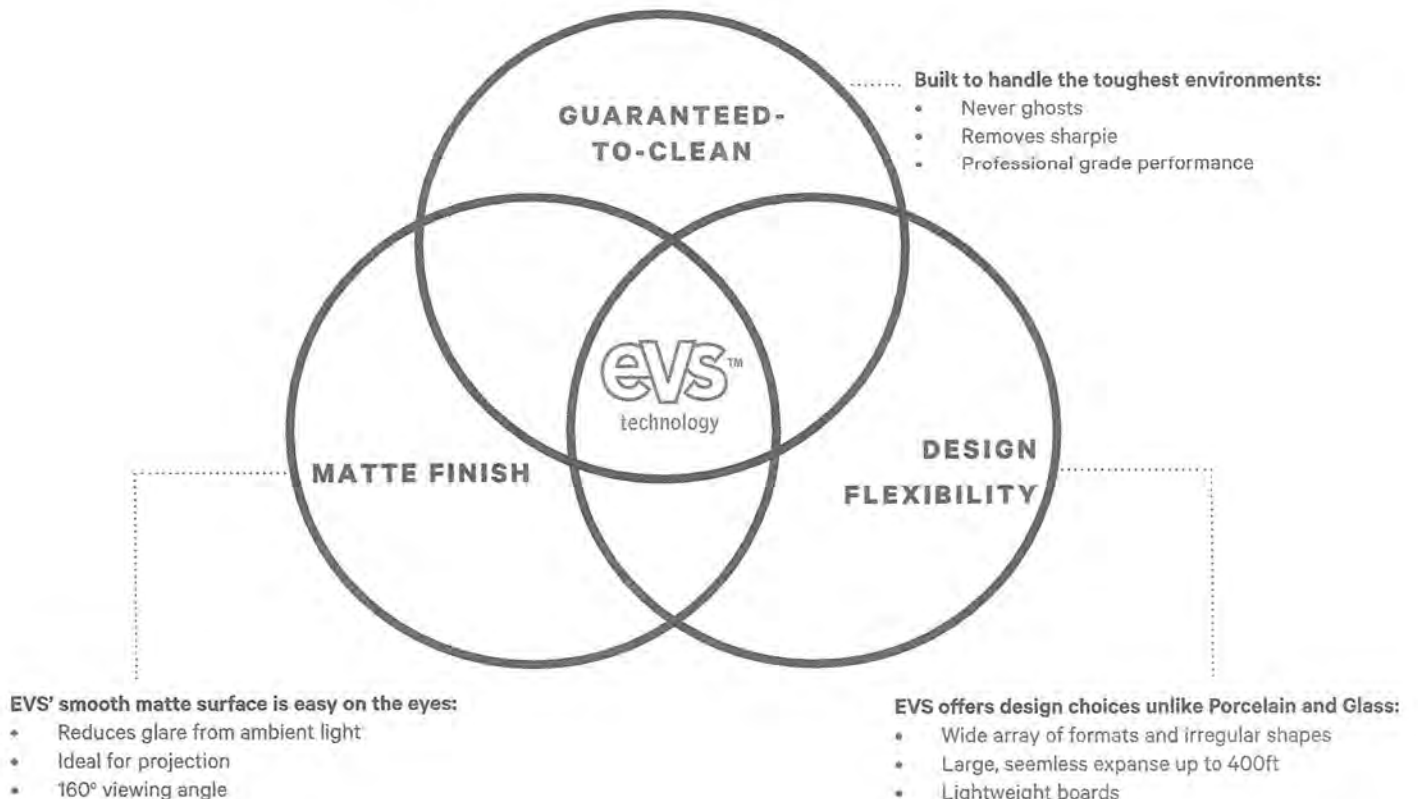
When mounted on steel, EVS accepts magnetic accessories.

Versatility is also found in EVS' configurability. EVS is available in a variety of large and small format applications, can be applied on almost any even surface, and can be specified in a variety of sizes and shapes. Apply EganINK™ graphics, and let the sky be your limit! EVS is guaranteed-to-clean for 10 years.



White Porcelain    Porcelain    Dry-Erase Vinyl    EVS

Above images illustrate the difference in surface glare on leading whiteboards



## Need Info Now?



### Speak with a live Customer Service Rep

1-800-263-2387

+1-905-851-2826

Live coverage Mon-Fri 8:00-6:00 EST



### Speak with your local Egan Manufacturer's Rep

Egan Visual has a network of professional sales representatives covering every major market in the US and Canada.

Visit <https://egan.com/rep-locator/> or contact Egan Customer Service and we will be happy to connect you directly.



### Email a Customer Service Rep or Sales Team Member

[customerservice@egan.com](mailto:customerservice@egan.com)

[sales@egan.com](mailto:sales@egan.com)



### Receive Egan Updates

Subscribe to Egan News & Product Bulletins: email "Subscribe" to [marketing@egan.com](mailto:marketing@egan.com)



### Egan Website

[www.egan.com](http://www.egan.com)

Retrieve complete and up-to-date information online:

- Latest Specifications
- New Features
- What's New
- Resources: Installation Guides, LEED Data Sheets, GREENGUARD® Certificates, Videos

## Connect with Egan



**Browse galleries, images  
and virtual showrooms**

[www.pinterest.com/eganvisual](http://www.pinterest.com/eganvisual)



**Be a friend of Egan on Facebook**

[www.facebook.com/egan.visual](http://www.facebook.com/egan.visual)



**Watch videos on YouTube**

[www.youtube.com/eganvisual](http://www.youtube.com/eganvisual)



**Follow Egan on Instagram**

[@eganvisualinc](https://www.instagram.com/eganvisualinc)



**Connect with Egan on LinkedIn**

[www.linkedin.com/company/egan-visual](http://www.linkedin.com/company/egan-visual)

## Additional Online Industry Presence

[myresourcelibrary.com](http://myresourcelibrary.com)



[2020spaces.com](http://2020spaces.com)



[projectmatrix.com](http://projectmatrix.com)



[gsaadvantage.gov](http://gsaadvantage.gov)





# Egan Programs & Services: Overview



## Instant Ship

### Instant Ship Program

**Instant Ship, In Stock** - Quantities up to six (6) are available on two day lead time. Product is shipped within two (2) business days. Instant Ship items can be found on page 2. Delivery subject to receipt of written order and inventory levels at time of order. For critical orders please confirm by calling **1-800-263-2387**.



## Freight Included

### Freight Included Policy

Qualifying orders ship freight prepaid as a single piece. Any unqualified orders will have freight charges added to the invoice. Freight charges apply on orders under \$3 000 list. See Freight Program (page 92).



### GREENGUARD Certification

Egan promotes global sustainability, environmental health, and safety. Our products have low chemical emissions, preserving the quality of the air in which the products are used. GREENGUARD conducts strict chemical emissions tests, and certifies products that meet healthy interior standards.

Download your copy of Egan product GREENGUARD Certificates at [www.egan.com](http://www.egan.com).



### EcoTack/PET

EcoTack is Polyethylene Terephthalate (PET). The tackable infill material is an adaptable acoustical panel made from 100% polyester - approximately 50% is recycled water bottles. EcoTack features a 3/8" deep tackable panel mounted proud on the board.



### Egan Fabric Program

Egan offers a range of Maharam fabric options that can be specified on all Tackable and Sound Ideas products. All available fabrics have been factory tested to ensure it delivers upon the quality and performance that Egan demands of its products. For more information on the Egan fabrics available and for more information on custom fabric options, see page 88 or visit [egan.com](http://egan.com).

Contact Maharam directly at **1-800-645-3943** or visit [www.maharam.com](http://www.maharam.com) for samples or memos for presentation. For your convenience, digital representations are available online at [www.egan.com](http://www.egan.com).

### Flammability

Maharam textiles meet all appropriate flammability requirements (further details available, please contact Maharam):

- California Bulletin #117
- Compatible with California Bulletin #133
- Tunnel Test surface ratings
- Class I UFAC



### Egan Infinite Color Palette

Choose from over 1,000 standard colors at no additional cost. The Infinite Color Program is available on all Egan Glass products - EganAero and GlassWrite. The color program includes Egan Infinite Palette and Pantone colors (uncoated and coated). To view the full range of colors, visit [pantone.com](http://pantone.com) or [egan.com](http://egan.com) to download the Infinite Color Palette fan deck at [egan.com](http://egan.com).



### Custom Stain

Egan offers 8 stain options but have the resources in house to match or create a custom stain based on your design. For an additional upcharge of \$250/ product Egan will work with you to give you the stain you need.



### EganINK

Enhance Egan products by specifying EganINK. Print on any of the following Egan surfaces: GlassWrite, EganAero, EVS, and Fabric - standard upcharge of minimum \$200 or \$25/sqft. EganINK is perfect for injecting branding, custom graphics, signage or artwork into your space. To learn more about Egan's high quality, large format graphic printing, see page 86.



### Custom Response

As a manufacturer, Egan has a wide range of capabilities and resources available to provide a product that is tailored to a customers specific needs. From simple customizations like logo designs and sizes adjustments to more complex configurations such as new product design, we will work with you at every step of the way. For more information on how to engage Egan and to learn more about our process.

## Custom Color & Color Matching



Having a hard time finding that perfect color? The Infinite Color Program or Custom Color Matching program may be just what you need.

We strive to provide the most accurate representation of your selected color possible. Glass's natural material content may influence the representation of your color when viewed through Egan glass. Egan recommends requesting a clear glass sample to place over the top of your color swatch to provide a more accurate representation of your color's appearance when applied to the back of a GlassWrite markerboard.

### There are three easy ways to choose a color

1. Choose a color from the Infinite Color Program, which will include Pantone colors: <https://www.pantone.com/color-finder>
2. Specify a color from an industry or commercial standard fan deck (RAL, Pantone, Benjamin Moore, Sherwin-Williams, etc.)

There is a standard upcharge unless indicated otherwise.

The Custom Color program is limited to color matches that do not have speckles, patterns or any metallic content. Egan uses polymer coatings which may be specified in custom colors. These polymer coatings may add texture or sheen options that will affect the appearance of your chosen finish. Egan will match the color specified as closely as our formulating process allows. Please note that color gloss cannot be matched. There is a standard upcharge unless indicated otherwise. Samples are not provided for approval unless requested, additional charges may apply. Finishes outside of these parameters will be addressed on a sample by sample basis and additional charges may be applicable.

## Custom Stain



Egan encourages custom stain applications. Our finishing system is automated and ensures that the proper amount of stain and lacquer is sprayed on each product. However, as wood is a natural product, each log will vary in color and appearance. Egan's skilled carpenters match doors and components to enhance the natural and variable beauty of real wood.

All veneers are small heart, center book matched and finished in a fast curing two component lacquer which provides a durable, open-grain silk-matte finish. Veneer is 1/64" - 1/32" thick. Occasional cleaning with any household furniture polish will maintain this finish like new for many years. Customers are responsible for the suitability of the final product. Many modern veneer selections are available through our Custom Response program.

### Ordering Custom Stain

1. Provide sample species (Oak, Cherry, Mahogany, Maple and Walnut) with stain applied. Where possible please provide details of stain manufacture, product number, and application details so our crafts people can reproduce the custom stain as accurately as possible within Egan's normal manufacturing process.
2. Egan will produce a sample for review.
3. Egan will require signed approvals with PO. Natural variations are to be expected and are not Egan's responsibility.

### Unfinished Wood Products

Unfinished Wood Products may be ordered:

- By specifying wood species required and
- By tagging it "Ship to customer unfinished."

Preparing a product for custom staining requires additional steps to be taken, at no additional cost. Any complaint regarding the quality of a unit must be registered prior to any finish work being performed.

Note: Presentation Cabinets with tackable fabric panel on the inside of each door on any unfinished unit is supplied with paper wrapped around it to protect the fabric from stain during the finishing process. The paper should be carefully removed by cutting around the perimeter with an appropriate blade.



# EganINK - High Graphic Printing

Sometimes, creative environments need visual interest or structure to inspire and complete thinking. Bold or understated, EganINK complements and sets the mood, whatever your mood may be – KPI templates, care boards, logos, wayfinding, signage, or high-resolution art. EganINK bespoke graphics may be specified on a wide range of Egan products, whether it be stock art or COA. This is where the ability to customize and introduce your own design to our communication tools is useful.

EganINK is an innovative ink system provides high resolution multi-color application of letters/lines/graphics. EganINK gives you the flexibility to uniquely communicate your message, showcase your brand, and express your ideas. With infinite possibilities for customization with lines, grids, dots, letters, logos, graphics and full-color art, you can create one-of-a-kind charts and collaboration boards that truly inspire. The design intent of EganINK is that it will represent most artwork and logos faithfully at a normal viewing distance, allowing you to have a functional workspace that is in harmony with your corporate identity and the design of the room. GlassWrite and EVS products may be printed on. EganInk has a minimum upcharge of \$200, or \$25 per square foot of product surface. Square foot is determined on product size not graphic size. EganINK has a limited 1 year warranty.



TEMPLATES & CHARTS



BRANDING



ARTWORK & PHOTOGRAPHY



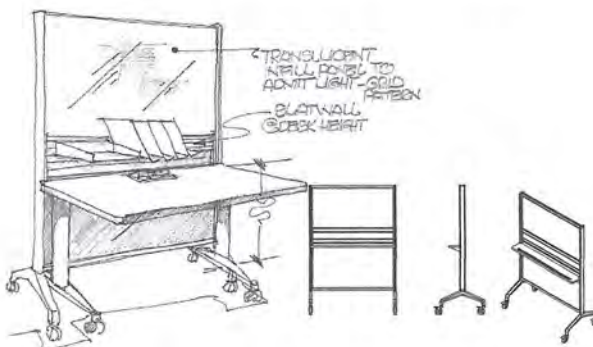
The Custom Response Program is designed to encourage specialized product development. Our manufacturing systems provide for variations and custom solutions. Working with initial direction from designers and clients, Egan will research and develop solutions that work within the Egan manufacturing process. This makes the program ideal for those clients who require a single run of a substantial number of products and/or where there is an ongoing need. Opportunities for complete product design where volume is available are also encouraged.

Our CAD specialists understand high-quality cabinetry and can quickly evaluate Custom Response Program requests. Contact your local Egan Representative with your product needs. Pricing and delivery is based on individual requirements.

### Example #1

**Original product:** V-Series Mobile

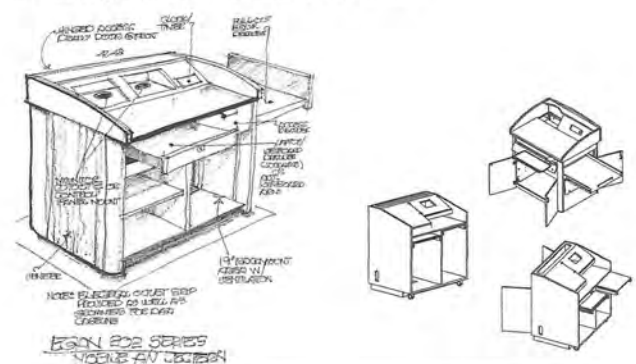
**Custom product:** Customer's Own Panel with customer's slat wall installed 30" from the floor to match desk height.



### Example #2

**Original product:** 202 Mobile Instruction Center

**Custom product:** University Lecture Command Console 42" wide, with monitor and room control touchscreen and AV racking. A popular variation of the S21M.



# Egan Fabric Program

Egan has tested compatible fabrics with Guilford of Maine (GOM) and Maharam Fabrics. Egan factory tests and approves tackable and acoustical textile designs in two grades. Guilford of Maine is priced at standard while Maharam's M-Series program (excluding Messenger pattern fabric) is available with a small upcharge - the cost is added to the total cost of the specified product and applicable options.

**Need Fabric Samples**  
Egan stocks samples for:

- Egan Fabric
- Maharam Fabric Program Card
- GOM Fabric Program Card

Contact Guilford of Maine directly at **1-800-544-0200** or visit [www.guilfordofmaine.com](http://www.guilfordofmaine.com) for memo samples.

Contact Maharam directly at **1-800-645-3943** or visit [www.maharam.com](http://www.maharam.com) for memo samples.

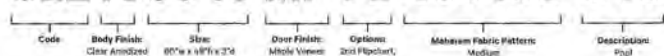
For your convenience, digital representations are available online at [www.egan.com](http://www.egan.com).

## maharam

To place an order please specify:

1. The Maharam fabric number, including color, dye lot (if applicable), name. For example: Maharam Medium Pool 463490-040
2. Based on this information, you can build the Egan product code, including finish and option codes, followed by the textile code as shown below:

**CE2 A 6048 MP FL 463490-040**

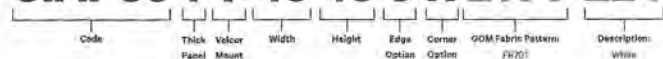


## Guilford of Maine

To place an order please specify:

1. The Guilford of Maine fabric number, including color, dye lot (if applicable), name. For example: GOM, FR701 White 2100-224
2. Based on this information, you can build the Egan product code, including finish and option codes, followed by the textile code as shown below:

**SIAPS3 1 V 48 48 S R 2100-224**



### Customer's Own Material (COM)

All Egan tackable components may be ordered with EganFabric Program textiles or with customer-supplied fabrics. Customer's Own Material (COM) handling is priced as \$150 list per order. The cost of textile and delivery are additional costs that are not included in Egan pricing. It is the customer's responsibility to determine if the fabric is appropriate for the application specified and that it meets applicable codes and regulations.

Egan reserves the right to reject fabrics that, in our opinion, would create unsatisfactory results on the intended application with our normal manufacturing methods.

If it is established that the textile selected will compromise the quality or integrity of Egan products, customers are contacted to discuss these concerns.

Egan does not accept responsibility for unsatisfactory results, overall appearance, fabric defects, flammability, normal durability, color fastness or any other quality issue after installation, beyond normal Egan quality standards.

At Egan Visual, we strive to craft superior results. Visit [www.egan.com](http://www.egan.com) for further details on COM and Egan Fabric Program.

### COM Specification for Tackable Panels

1. Customer/Company Name
2. Contact name, phone number and email address
3. Egan product code, correctly specified
4. Fabric sample - indicate face side and pattern direction. Supply a sample securely fastened to order showing pattern direction.
5. Customer purchase order with COM correctly indicated
6. Fabric manufacturer, fabric name, color, code and dye lot
7. Fabric requirements fully specified, including (but not limited to) horizontal/vertical direction, pattern matching, railroading, pattern repeats, reversibility.



Cut across the roll (known as 'railroading')



Cut up the roll (typical or normal direction)

8. Visit [www.egan.com](http://www.egan.com) for COM Product Yardage Requirements.
9. All COM must be sent prepaid to:  
**Egan Visual**  
**Attention: COM Receiver**  
**300 Hanlan Road**  
**Vaughan, ON L4L 3P6 Canada**
10. Label instructions securely applied to COM.



## Tab 9 -Innovation

In 1967 Egan Visual invented the Presentation Cabinet and as spent the last 55 years continuing to bring new innovations to the visual display/ communication market. Egan has been a trend setter in Visual Displays and Dry erase Technology. Today Egan offers the most comprehensive collection of Dry-erase boards, Tackboards, Acoustic Panels, Tabletop screens, Mobile Screen solutions, Track systems, and Lecterns on the market. With more surface options than any other manufacturer including Porcelain, Glass, and EVS™ dry erase surfaces; for acoustical surfaces we offer PET, Cork, and Fabric wrapped. Egan has the solutions to facilitate communication.

Egan Visual powers the Learning Surfaces brand which includes a collection of Dry-Erase boards and Presentation Cabinets tailored to the K12 market. Learning Surfaces has the right solution for the Classroom, Music Room, Marker Spaces, Athletics, and the Administration. Learning Surfaces is dedicated to supporting and facilitating superior learning environments.

Egan is dedicated to being a LEED partners. All Egan products are GreenGuard certified, utilize post-consumer content, and FSC wood materials. Egan products contain zero Red List ingredients. Our sustainability culture extends to our manufacturing processes. Egan manufacturing has a near zero waste to landfill program which makes sure all materials entering our plant leave as finished products, are recycled for reuse, or converted to energy. Our recent conversion to LED lights saved enough electricity to power 3,000 homes for a month. We are committed to being a responsible and forward-thinking corporate citizen.





## Tab 10 -Required Documents

## 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 non-financial 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. This right of access will last only as long as the records are retained.

## 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:	Egan Visual Corporation
Address:	300 Hanlan Rd
City, State, Zip:	Vaughan, ON L4L3P6
Authorized Signature:	Michael J Noguchi <small>Digitally signed by Michael J Noguchi Date: 2022.07.18 09:43:43 -04'00'</small>
Date:	7/18/22

## 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	Egan Visual Corporation
Print Name	M. Jamie Noguchi
Address	300 Hanlan Rd
City, State, Zip	Vaughan, ON L4L3P6
Authorized signature	Michael J Noguchi <small>Digitally signed by Michael J Noguchi Date: 2022.07.18 09:42:48 -04'00'</small>
Date	7/18/22

## **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	<b>Michael J Noguchi</b>	Digitally signed by Michael J Noguchi Date: 2022.07.18 09:41:42 -04'00'
Date	7/18/22	

**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	Egan Visual Corporation
Address	300 Hanlan Rd
City/State/Zip	Vaughan, ON L4L3P6
Telephone No.	800-263-2387
Fax No.	905-851-3426
Email address	contracts@egan.com
Printed name	M. Jamie Noguchi
Position with company	Special Projects Manager
Authorized signature	Michael J Noguchi

Digitally signed by Michael J  
Noguchi  
Date: 2022.07.18 09:40:36  
-04'00'

## Required Clauses for Federal Assistance provided by FTA

### ACCESS TO RECORDS AND REPORTS

Agree.  
Egon Visual  
MON

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) 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 the FTA Administrator, the U.S. DOT Office of the Inspector General, 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 non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain 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. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### 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 applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 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 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 that are flowed to Contractor from Awarding Participating Agency.
  - 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)

### 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](http://www.usa.gov/Agencies/State%20and%20Territories.shtml)

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

*Agencies  
Egin Vazhal MJN*