

Request for Proposal (RFP) for Food Management Programs and

Related Products and Services

Solicitation Number: 21-20

Publication Date: Tuesday, October 6th, 2020

Notice to Respondent:

Addendum #1: Submittal Deadline Date Changed

Submittal Deadline: Thursday, November 19th, 2020 2:00 pm CST

Thursday, December 10th, 2020 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, December 3rd, 2020. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

NOTE: Substantial changes have been made to the Terms and Conditions by the respondent (Entegra) herein.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Food & Foodservice Related Supplies/Equipment Procurement 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 (excluding correctional facilities), 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 Foodservice Procurement Services (GPO) including all food, equipment and supplies used by the facility's dining operation such as school kitchens, dining halls, cafeterias, etc., 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

Food Management Programs and Related Products
and Services

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 21-20



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 (excluding correctional facilities) and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Food Products & Foodservice Related Suppliers and Equipment Procurement Services (GPO).
- ◆ 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 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 service proposed is to be priced separately with all ineligible items identified. Winning proposal shall be a single winning proposal. Respondents must offer a complete program covering as many of the procurement products and services as possible.
- ◆ 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 must comply 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 (excluding prisons);
 - 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. Fees must remain fixed during the term of the agreement.
- ◆ 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 an 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 two (2) business days 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 effort attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - Products shall be ordered by the Public Agency directly from the Approved Broadline Distributor, or Approved Supplier, under the terms and conditions agreed upon by the Approved Broadline Distributor, or Approved Supplier, and Public Agency. 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.

- ◆ Allowances
 - The Awarded Vendor (Bidder) must refund all manufacturer, distributor or other third-party allowances to the participating public entity including all rebates, signing bonuses, marketing funds within 90 days of the close of each calendar quarter in which they are received by the awarded vendor.

- ◆ Fees

Vendors must propose a quarterly fee structure for their services. All program fees must be deducted out of program allowances due in lieu of billing the participating public entity, under no circumstance may any quarter’s fees exceed that quarter’s allowances; hence participating public entity shall not owe any fees payable for any quarter, after fees are deducted from allowances.

◆ Payments

- The entity using the contract will make payments directly to the Approved Distributor, or Approved Supplier, or their affiliates as long as written request and approval by NCPA is provided to the awarded vendor.

◆ A authorized distributors/vendors

- Awarded vendors may submit a list of broadline distributors/partners to sell and deliver their negotiated contracted products throughout the life of the contract. Awarded vendors may modify the list of Approved Broadline Distributors/partners from time to time as new distributors or partners are added or removed from their program participation.
- Purchase orders and payment can only be made to the authorized distributors/vendor
- All pricing throughout the term of this agreement must be in accordance with the terms the awarded Procurement Service Provider has negotiated with that distributor, manufacturer or vender.
- All authorized broadline distributors/vendors are required to abide by the Terms and Conditions of this agreement.

◆ Pricing

- The fee structure submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- All deliveries shall be made in accordance with the terms and conditions between the Approved Broadline Distributor, or Approved Supplier, and the Public Agency.

◆ Required Reporting

Participating Public Agency shall require the Approved Distributors, or Approved Supplier, to provide awarded vendor, on at least a monthly basis, a report as described on Tab 10 detailing the Purchases made from the authorized Distributors by Facility. Awarded Vendor shall provide Participating Public Agency a report detailing the total Purchases from Approved Distributors by Facility.

- ◆ Vendors represents, warrants and covenants that (i) the price for the products during the Term by the Public Agencies shall be as low as the lowest prices provided to any other customer of Vendor purchasing similar products under similar circumstances (including similarity in purchase volumes and terms and conditions). Vendor further agrees that if at any time during the Term it offers a combination of lower prices or greater allowances, incentives, rebates, discounts or anything else of value whatsoever to any other customers for similar products, the same Discounts shall be offered to the Public Agencies, (ii) all Allowances shall be returned to the appropriate Public Agencies. "Allowances" shall mean any rebates, discounts or allowances paid Vendor by a manufacturer or distributor ("Supplier") of products for the purchase of Products by the Public Agencies. For the sake of clarity, the calculation of Allowances shall include signing bonuses, growth incentive allowances or anything else of value paid to Vendor by a Supplier for purchases of products by the Public Agencies.

◆ Warranty

- Proposals should address each of the following:
 - 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

◆ 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 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.
- ◆ Miscellaneous
 - Either party may cancel this contract in whole or in part without reason 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 \$5 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.
- ◆ 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 respondents 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)
 - Awarded vendor must provide electronic pricing to the approved distributor who must provide Electronic Price Lists to participating public entity.
 - Awarded vendor must provide electronic pricing for all services and equipment delivered/performed by third parties such as approved regional distributors and manufacturer direct products.
 - 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)
 - Full range of food product offerings including proteins, dry grocery, dairy, produce, etc.
 - Full offering of foodservice equipment including pots, utensils, ovens, microwaves, coolers, ovens, etc. and foodservice services such as pest control, waste management, grease removal, uniforms, etc.
 - Number of products and services covered by contracts,
 - 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 (10 points)
 - A minimum of three (3) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (15 points)
 - Electronic auditing of purchases, online portal to find region vendors & services online, etc.
 - Quality of vendor's on-line resources for participating facilities.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

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.

Company name	Entegra Procurement Service
Address	9801 Washingtonian Blvd
City/State/Zip	Gaithersburg/MD/20878
Telephone No.	(301) 987-4000
Fax No.	
Email address	Damien.Calderini@entegraPS.com
Printed name	Damien Calderini
Position with company	CEO
Authorized signature	<u><i>Damien C. Calderini</i></u> <small>Damien C. Calderini (Dec 18, 2020 10:31 EST)</small>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 17, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Entegra Procurement Services, L.L.C. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated ____ December 17, 2020____, referenced as Contract Number _____ 13-04 _____, 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 Food Management Programs and Related Products and Services;

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, Correctional Facilities shall be excluded from participation in this Program;

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.

◆ **Allowances for Redistribution**

- Awarded vendor shall send all allowances due to Public Agencies to NCPA, by electronic ACH payment, who shall redistribute those allowances to the Public Agencies based upon each Agency’s earning of allowances as detailed in the report below under “Fees and Reporting”.

◆ **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. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on a Calendar Quarter basis, not later than Ninety (90) after the close of the quarter of the reporting period, (Jan – Mar quarter report would be due NLT June 30th). 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, State, Zip Code	Sales through Distributors/Manufacturers	Vendor Contracted Sales	Vendor Fee Received	Amount Due NCPA

Total _____

- Administrative Fee. In consideration of (i) NCPA designation of Entegra as the sole approved provider of procurement services for its services, and (ii) managing the RFP process and (iii) promoting the Program to participants, Entegra shall pay an administrative fee to NCPA in an amount equal to Ten Percent (10.0%) of the Fees earned and received, by Entegra from participants. All such Administrative Fees earned under this program shall be paid to NCPA, by electronic ACH payment, on a Calendar Quarter basis, not later than Ninety (90) after the close of the quarter in which the Fees were earned and collected by Entegra.

- 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. Auditing shall be done at Entegra’s Gaithersburg Headquarters and at the sole expense of NCPA unless there is an error of 5% or greater in which case Entegra shall reimburse NCPA reasonable auditing expenses. In the event such audit reveals an underreporting of Entegra Fees Received Entegra shall promptly pay NCPA the amount of such underpayment.

◆ **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.
- Both Parties agree that the other Party may only use their name and logo within website, marketing materials and advertisement with prior written approval.
- NCPA will work with Entegra personnel to create channel specific marketing materials including email blast, mailers and flyers.
- 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.

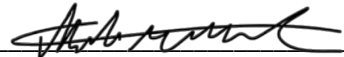
National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: December 17, 2020,

Vendor: Entegra Procurement Services

Name: Damien Calderini

Title: Global CEO

Address: 9801 Washingtonian Blvd. Gaithersburg, Maryland 20878

Signature: *Damien C. Calderini*
[Damien C. Calderini \(Dec 18, 2020 10:31 EST\)](#)

Date: December 8, 2020

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 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 | |

- ◆ **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 not a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is not a HUB
- ◆ **Residency**
 - Responding Company's principal place of business is in the city of Gaithersburg, State of Maryland.
- ◆ **Felony Conviction Notice**
 - Please Check Applicable Box;
 - A publicly 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:
 - Manufacturer Direct Certified education/government reseller
 - Authorized Distributor Manufacturer marketing through reseller
 - Value-added reseller Other: X Group Purchasing Organization
- ◆ **Processing Information**
 - Provide company contact information for the following:
 - **Sales Reports / Accounts Payable Contact Person:**
 - Name: Corinne McElroy
 - Title: Sr. Director National Accounts
 - Phone: 916.832.2744
 - email: Corinne.Mcelroy@entegraPS.com
 - **Purchase Orders:**
 - See below for a list of authorized distributors
 - **Sales and Marketing Contact Person:**
 - Name: Nancy Wollensak Gilboe
 - Title: Senior Director of Business Development
 - Phone: 248.516.4427
 - email: Nancy.Gilboe@entegraPS.com
- ◆ **Pricing Information**
 - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future contracted 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

- Pricing must be awarded vendor's best price to any current client under of similar "favored nation" terms, geography and size.
 - Agreed

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

Entegra Procurement Services

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

Entegra Procurement Services, LLC, a subsidiary of Sodexo, is part of a global supply chain with \$23 billion in purchasing power for food, services and supplies globally. The entegra and Sodexo North America headquarters is in Gaithersburg, Maryland, with a global headquarters located in Issy-les-Moulineaux, a suburb of Paris, France

Entegra was established in 1999 to provide procurement management services for multiunit clients in a variety of business segments, including acute, seniors, hospitality, restaurants, travel and leisure, education and faith-based. Entegra also has international clients in the UK, Spain, Italy, France, Germany, the Netherlands and Belgium. Entegra serves more than 93,000 purchasing sites across North America (U.S. and Canada), offering over 2,300 national and regional suppliers and over \$18.2 billion in purchasing power.

Entegra is supported by a global supply chain that brings expertise from around the world together to ensure the best procurement practices are shared and utilized. Entegra and Sodexo employ 156,000 people at 13,000 sites in all 50 U.S. states and Canada, including an entegra procurement and support team that includes more than 200 employees who strategically source products, services and supplies to meet consumer demands and client needs.

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

➤ Entegra is owned by Sodexo Inc - DUNS number is 18-554-6207

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



- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.

The entegra and Sodexo North America headquarters is in Gaithersburg, Maryland, with a global headquarters located in Issy-les-Moulineaux, a suburb of Paris, France. Entegra has + procurement and support professionals across the US.

Name	Title	Phone	Email
Nancy Gilboe	Senior Director of Business	248-516-4427	Nancy.Gilboe@entegraPS.com
Craig Brummer	VP Business Development	301-643-8049	craig.brummer@entegraPS.com
Corinne McElroy	National Acct Exec.	916-832-2744	Corinne.Mcelroy@entegraps.com
Michel Bomstad	VP of Sales	931-343-2632	Michael.Bomstad@entegraPS.com
Fernando Nishio	VP of Finance	301-987-4495	Fernando.Nishio@entegraPS.com
Damien Calderini	Global CEO	301- 987-4267	Damien.Calderini@entegraPS.com

- ◆ Define your standard terms of payment.

The terms of payment are according to the terms and conditions each public agency has established with the Approved Broadline Distributor or Approved Supplier of their choice.

- ◆ Who is your competition in the marketplace?

Entegra Procurements Service is the largest global hospitality foodservice group purchasing organization. In North American, our main competitors are Avendra and Foodbuy.

◆ What differentiates your company from competitors?

- Size: Entegra manages \$18B in food related purchases in North America alone.
- Participating Facilities: 98,000
- Distributor Flexibility: Entegra permits clients to use most major broadline distributors of their choice.
- Product Usage: Entegra does not mandate product usage, you are free to use the brands and products you want.
- Service: Entegra provides world class service with our purchasing analytic programs and our designated “single-point” Account Manager.
- Clients: We enjoy a 98% retention rate with our easy out clause.

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

- Entegra sales, client services and marketing will design and deploy a communications plan to build awareness, educate and onboard new units from NCPA.
 - Using the designated NCPA and partner associations, entegra will target strategic communications and share entegra sales collateral.
 - National Account Executive and sales will work to with marketing to build a lead generation strategy to reach out to targets.
 - National Account Executives and the entegra supply management team will share contact utilization methods to new and potential clients to ensure they know the newest products and trends.

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

Online ordering is done by each public agency directly with the approved Broadline distributor of their choice, such as Sysco or Gordon's ordering system. In addition, entegra offers extensive product, food safety and nutritional information on our website, www.entegraps.com

Entegra clients will use an entegra identification number with when ordering with their distribution partners, allowing for streamlined and efficient ordering of entegra contracted products.

On the entegraps.com website, clients can access online catalogs of entegra product updates, special programs and LTOs.

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

Entegra Staff

Our staff and support team are our greatest asset and, therefore, the greatest resource we will use to extend the capabilities of your organization.

National Account Executive

Your primary point of contact to ensure you see value from the entegra program.

Call Center

The entegra Client Procurement Services Call Center is staffed Monday through Friday, 8:30 a.m. to 8:30 p.m. EST.

Value Analysis Team

Your managed order guide analyst will assist in identifying product conversions to help drive contract utilization and additional program incentives.

Contract Utilization Beyond Prime

The Beyond Prime team assists in onboarding contracted suppliers outside of prime distribution and expanding the scope of services you use with entegra.

Finance Analyst

Your financial analyst will provide the necessary reporting you need to monitor the utilization of the program.

Marketing

Your marketing team will provide the necessary support and resources you need to educate your facilities and maximize utilization of the program.

All these resources, plus entegraPS.com, are available 24/7.

◆ 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 public agencies to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their company's environmental policy and/or green initiative.

Suppliers, distributors and operators all recognize the need to contemporize their appeal, incorporate environmentally responsible initiatives and communicate operational changes to their customers while maintaining their budgets in the face of rising food costs. Entegra and its parent company, Sodexo, are committed to sustainability and are happy to partner with our clients to continue this imperative for our planet. Additionally, we support and encourage efficiencies in our supply chain to help our clients reduce energy and water use and eliminate waste from packaging and spoilage. Efficiencies we have developed – in collaboration with our contracted suppliers – often result in cost savings for our clients.

To give us a roadmap to success on how we serve our clients, we follow the Better Tomorrow 2025 initiative. This plan addresses sustainability and provides resources for understanding and implementing products and practices toward meeting sustainability goals. Entegra uses this plan to design ways to collaborate with clients to deliver sustainability practices such as:

- Supply diversity – Track diverse spend and vendors with contract language included in all supply management RFPs and contracts
- Opportunity assessment – Collaborate to identify sustainable supplies on the Entegra program that will allow clients to impact their sustainable footprint while also saving or even gaining rebates
- The Sustainability Resource Center – Access this portal on entegraps.com, which provides resources for understanding and implementing products
- Local sourcing – Work with regional distributors to find out what we are already doing to support local purchases for our clients
- Sustainability metrics – Find tools to assist you in tracking and measuring progress toward an operation's sustainability goals, such as purchasing the right products for the right uses, minimizing waste and using energy
- Wellness and sustainability menus – Our offer development and culinary solutions team can support developing health and wellness or sustainable menu items that will fit your portfolio.
- Awards and recognition – Our team can support the pursuit of awards, accolades and designations around sustainability by providing the data and commitments around food for health and wellness and sustainability-related opportunities.
- Supplier development – We partnered with suppliers to design and increase sustainable product adoption to ensure a dependable supply of fresh, healthy food choices while supporting local

◆ 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.

Food supplier audits/certifications must be conducted by an entegra supply management approved auditing firm on an annual, biannual, or triannual basis as determined by the entegra Product Quality Assurance Department based on the risk level of the food products manufactured, processed, packaged or stored in each individual product or distribution facility. The risk level to define frequency will be determined by the entegra Product Quality Assurance Department in cooperation the supplier's technical support staff. This program is maintained to ensure that our clients' food products and services are the safest and best quality available in the foodservice industry. This program will also permit entegra suppliers to utilize an existing auditing agency to satisfy the audit requirement. Each food supplier is required to maintain an acceptable score from an approved auditing agency per entegra's supply management minimum score requirement.

AGENCY/ACCREDITATION	STANDARD FORMAT	ACCEPTABLE SCORE
AIB International	<ul style="list-style-type: none"> Food Safety Survey Report (processing, distribution, beverage, dairy, contract packer, agricultural crops, cut produce, packing houses and grain handling) Retail Food Establishments 	850 or higher
ASI Food Safety Consultants	<ul style="list-style-type: none"> Food Processor Audit Distribution Center Audit 	85% or higher
DNV GL Business Assurance USA, Inc.	<ul style="list-style-type: none"> Supplier Audit Program Ingredients Supplier Audit Program Warehouse 	85% or higher
Eurofins	<ul style="list-style-type: none"> Eurofins GMP Eurofins DC Audit Form 	85% or higher
Global Food Safety Initiative (GFSI) Certification	<ul style="list-style-type: none"> SQF – Safe Quality Food BRC – British Retail Consortium IFS – International Food Standard Global GAP (Aquaculture and Livestock) Global Red Meat Standard Global Aquaculture Alliance BAP FSSC 22000 (ISO) Canada GAP Primus GFS 	Certification Document
Merieux NutriSciences (Silliker Laboratories)	<ul style="list-style-type: none"> Good Manufacturing Practices and Food Safety Systems Audit Distribution Center Food Safety and Quality Systems 	85% or higher
Noraxx Inspections Inc.	<ul style="list-style-type: none"> Food Management System Audit (covering GMP, HACCP, Quality and Security) Retail Audit 	85% or higher
NSF International	<ul style="list-style-type: none"> NSF Supplier Assurance – Food Audit (GMP) NSF Supplier Assurance – Distribution/ Warehouse Audit (GMP) 	85% or higher with no criticals
Primuslabs.com	<ul style="list-style-type: none"> Packinghouse, Processing Facility or Cooling/ Cold Storage Audit 	85% or higher

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) food, foodservice supplies, foodservice equipment and foodservice services categories. List all categories along with manufacturer that you are responding with:

Please see the attached excel file for a sample of categories, manufacturers and products.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Value Add Tools and Insights to add an Industry Advantage

We believe it is our responsibility to educate our customers about the products and services that are available to them. Our focus on education assists you in making informed purchasing decisions that are based on both cost and quality. In conjunction with our manufacturer partners, entegra offers program participants educational opportunities on both a national and regional basis. Staying ahead of the curve is critical, and it is our goal to provide services and solutions that meet and exceed the needs of our customers.

- **Food Safety Certification:** The tests are graded and certificates issued through the National Restaurant Association's Education Foundation.
- **Entegra Forums:** Educational/networking meetings conducted by regional account managers, which provide entegra program participants with an opportunity to come together to learn about best procurement practices in conjunction with industry trends.
- **Recipes to You®:** Entegra's Recipes to You features recipes that use entegra preferred products
- **Purchasing News:** As an entegra member, our newsletter provides timely information and articles pertaining to the entegra program. This newsletter is sent via email to all program participants.
- **The Indicator Report:** The Indicator Report is an educational resource produced by entegra to further educate program participants on market trends, occurrences and how they could be affecting day-to-day operations.
- **The Culinary Institute of America (CIA):** Entegra is proud to be associated with CIA, which provides many valuable resources available to entegra program participants, many at no cost.
- **Escoffier:** Entegra has training resources and special rates with this globally recognized institution that has produced an abundance of competent professionals for entry level employment as cooks, chefs, pastry chefs, caterers, foodservice managers and other entry-level position
- **Dietitians on Demand –** entegra staffing partners provide a go-to provider for all your temporary dietitian needs access point—nationwide coverage on-boarding process—corporation wide
- **Serv Safe-** As one of the worlds largest employers of culinarians entegra and Sodexo has a special program to get
- **Disaster Preparedness Planning -** Entegra's Disaster Preparedness Guide includes information to assist with creating a Business Continuity Plan for you with preparation guidelines for what to do before, during and after a disaster, as well as guidelines from many of entegra contracted distributors.

Sanitation and Safety Service

Entegra's full suite of environmental solutions are designed to help organizations achieve and maintain a high standard of cleanliness and safety to protect staff, customers, residents and guests. Drawing on the global Facilities Management leadership of Sodexo, entegra's Sanitation and Safety Services creates the confidence required throughout your organization, freeing up time and energy to focus on your core business.

Entegra Marketing

Entegra's team of marketing and communication professionals are experienced, passionate and well informed in current product developments and industry initiatives that drive traffic and revenue. They translate this knowledge into prescriptive content and business solutions that make it easy for you to optimize the entegra program, and more importantly, to aid operators in achieving greater savings and enhanced operational performance. The marketing team provides extensive resources that truly differentiate our service from our competitors.

Our marketing team utilizes customer input, analytics and current industry trends in creating our resources. Not only do we strive to gather information from our clients, but we also partner with leading research companies to gather data that enables our marketing team to stay abreast of current and future foodservice and cultural initiatives that influence dining choices. Some of the organizations entegra is associated with for gaining insights include:

Data and Analytics

Entegra Purchasing IQ

Available on entegraPS.com, this resource is designed to be a “one-stop shop” for entegra clients to help maximize utilization of the entegra program. Entegra receives our purchasing history directly from our regionally contracted suppliers, electronically or via hard copy reports. We also receive a data feed from all our prime distributors, which aggregates our volume and lets us see what we have purchased down to the SKU level.

- Snapshot views – Immediately identify your overall spend and available savings § Purchasing history – Access exact spending and metrics
- Savings opportunities – Match current purchases with on-program products at lower cost
- National and regional sourcing – Locate national suppliers in your prime distribution house and regional suppliers in your neighboring area

Other Data Reports

Opportunity Reporting provides actionable recommendations on the product, unit, manufacturer and category level, as well as for items, where enough volume exists to bring it in stock and obtain savings, and for items where a contracted product would save money for the client, but where they might question the rationalization needed to bring it in stock.

Inflation Outlook Report is provided on a semiannual basis and details client-level actual inflation for products purchased through prime distribution (based on a communicated set of parameters).

Quarterly Client Savings Report details the unit-level rebates earned from both prime distributions, as well as through regional and DSD programs.

Ingredient Alignment Report provides insights into contracted options when creating menus, providing the opportunity to review these options prior to implementing a new order guide for a set cycle menu and its corresponding ingredients. Clients that utilize this report optimize their order guides at the start of menu cycles, thereby reducing order guide management burden during the cycle

Tab 9 - Approved Distributors

- ◆ List all approved Broadline distributors from which Participating Schools may purchase products. Participating Schools shall establish their own credit with approved Broadline Distributor(s) and shall make payment for products directly to the approved distributor(s).

These are our Approved Broadline Distributors.

- ◆ Individual facilities can only choose one of the below Broadline Distributors to access the Program. However, different facilities within the same School District could each select different distributors from the list below.

AVALON FOODSERVICE INC
BEN E. KEITH FOODS
BIRITE FOODSERVICE DISTRIBUTORS

CASH-WA DISTRIBUTING CO.
CHENEY BROTHERS, INC. CARMA
DICARLO DISTRIBUTORS INC.
GOLD STAR FOODS
GORDON FOOD SERVICE
HANSEN DISTRIBUTION GROUP
Harbor Foodservice
JACMAR FOODSERVICE DISTRIBUTION
LABATT
MERCHANTS FOODSERVICE
NICHOLAS AND COMPANY
PALMER FOODSERVICE
PERFORMANCE FOODSERVICE-IFH
PFG BROADLINE
REINHART FOODSERVICE LLC
SALADINOS
SHAMROCK FOODSERVICE
SUISAN COMPANY LTD.
SYSCO CORPORATION
THURSTON FOODS, INC CaRMA
WOOD FRUITTICHER FOOD SERVICE CARMA
Y HATA & CO., LTD.

Tab 10 – Required Reporting by Approved Distributor

To: (Client's Distributor Contact Person)
From: Client Name and Title
Subj: Public Agency Name and Entegra Procurement Services
Date: January 1, 2021

Public Agency Name has entered an agreement with Entegra Procurement Services, LLC, effective as of January 1, 2021.

Our agreement with Entegra is for manufacturer agreements only. We will be eligible for entegra's contractual deviated pricing. Please note that the distribution agreement between Public Agency Name and Sysco is still in effect as per the terms of our agreement.

This letter authorizes Approved Distributor Name to release our purchasing data from Approved Distributor Name Operating Companies to Entegra's third-party service providers. Currently, Entegra's third-party service providers are Instill Corporation and iTradeNetwork, Inc.

A member of the Entegra Procurement Services team will be in contact with you to provide additional communications and discuss details that you will need to know for successful implementation of the program. Questions can be directed to our Entegra National Account Executive, Ms. Corinne McElroy, Corinne.Mcelroy@entegraPS.com ph. 916-832-2744, at any time.

Thank you for your assistance in the implementation of this important project.

(Client's name, title etc. here)


Tab 11 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

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	Entegra Procurement Services
Print Name	Damien Calderini, Global CEO Entegra
Address	9801 Washingtonian Blvd.
City, State, Zip	Gaithersburg, MD 20878
Authorized signature	
Date	12/8/2020

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

12/8/2020

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	Entegra Procurement Services
Address	9801 Washingtonian Blvd.
City/State/Zip	Gaithersburg, MD 20878
Telephone No.	301 987 4267
Email address	damien.calderini@entegraps.com
Printed name	Damien Calderini
Position with company	Global CEO Entegra
Authorized signature	

Required Clauses for 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 \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 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.

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

(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.

(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.

(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.

(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).

(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.

(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.

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.

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 (excluding corrections facilities) 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>