

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

- ◆ **Payments**
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- ◆ **Adding authorized distributors/dealers**
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- ◆ **Pricing**
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- ◆ **Warranty**
 - 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 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 \$15 - \$20 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 respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ **Multiple Awards**
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ **Past Performance**
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

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

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

- ◆ **References (15 points)**
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ **Technology for Supporting the Program (10 points)**
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ **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.

Prices are guaranteed: **120 days**.

Company name	<u>Formetco, Inc.</u>
Address	<u>2963 Pleasant Hill Road</u>
City/State/Zip	<u>Duluth, GA 30096</u>
Telephone No.	<u>770-476-7000</u>
Fax No.	<u>770-476-0315</u>
Email address	<u>toddh@formetco.com</u>
Printed name	<u>Todd Heller</u>
Position with company	<u>Vice President</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 8, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and Formetco, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2020, referenced as Contract Number 01-109, 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 Audio/Visual 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;

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

Tab 1	Master Agreement
Tab 2	NCPA Admin Agreement
Tab 3	Vendor Questionnaire
Tab 4	Vendor Profile
Tab 5	Products and Services
Tab 6	References
Tab 7	Pricing
Tab 8	Value Added Products and Serv.
Tab 9	Required Documents

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

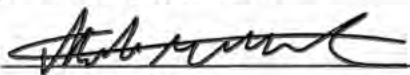
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

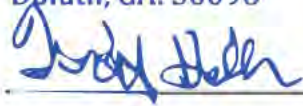
period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative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

◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: December 8, 2020

Vendor: **Formetco**
Name: **Todd Heller**
Title: **Vice President**
Address: **2963 Pleasant Hill Road**
Duluth, GA. 30096
Signature: 
Date: **11/13/2020**

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 | |

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

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

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Duluth, State of GA

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input checked="" type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
Contact Person: Blake Bearden
Title: Sales Manager
Company: Formetco, Inc.
Address: 2963 Pleasant Hill Road
City: Duluth State: GA Zip: 30096
Phone: 678-773-5320 Email: blakeb@formetco.com

▪ Purchase Orders

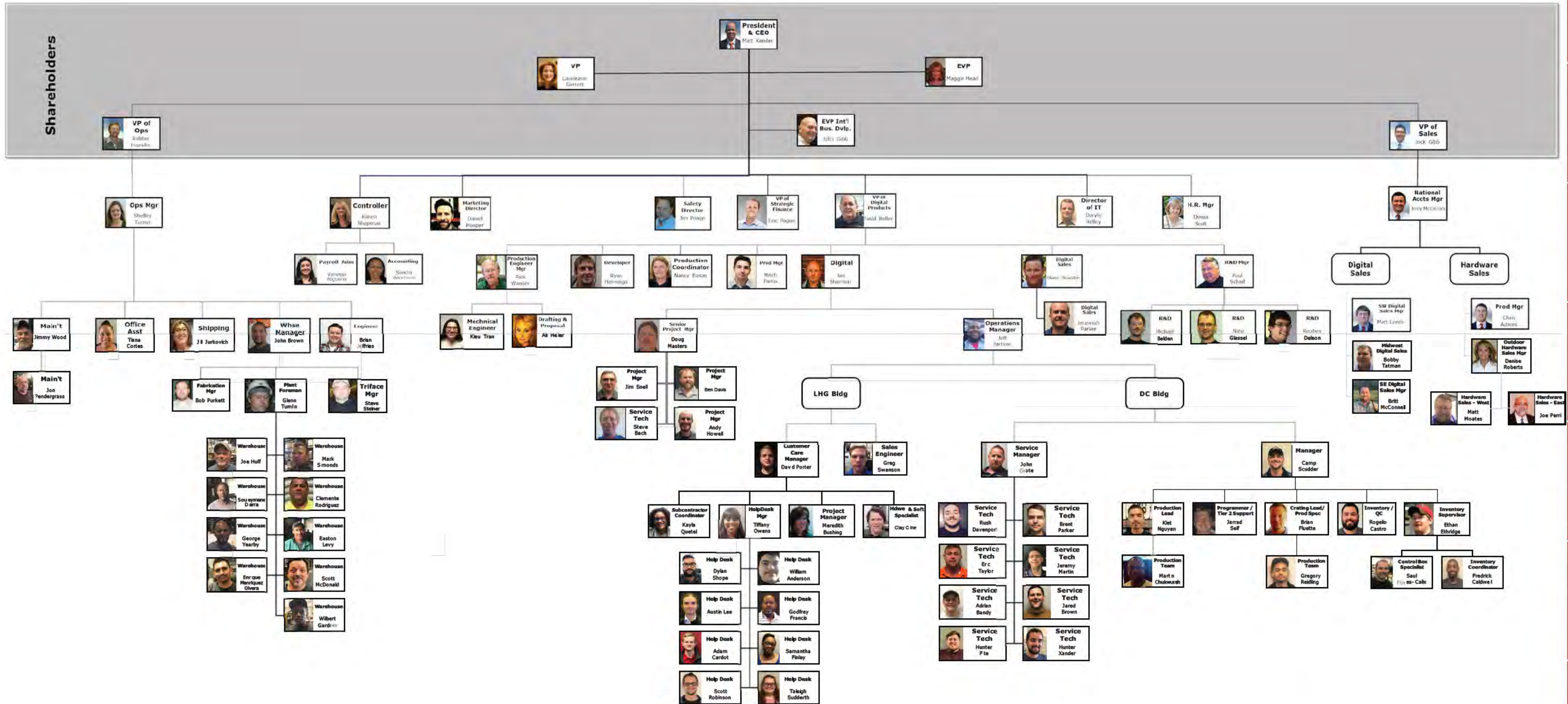
Contact Person: Blake Bearden
Title: Sales Manager
Company: Formetco, Inc.
Address: 2963 Pleasant Hill Road
City: Duluth State: GA Zip: 30096
Phone: 678-773-5320 Email: blakeb@formetco.com

▪ Sales and Marketing

Contact Person: Blake Bearden
Title: Sales Manager
Company: Formetco, Inc.
Address: 2963 Pleasant Hill Road
City: Duluth State: GA Zip: 30096
Phone: 678-773-5320 Email: blakeb@formetco.com

◆ Pricing Information

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



95 Employees Shown In Photos

Revised 10/29/2020



Formetco Green Initiative
January 2018
Doing our parts to reduce carbon emissions

A. Purpose

This document describes Formetco’s policies and procedures for conducting their operations and activities in an environmentally responsible and sustainable manner.

B. Background

Formetco is a proactive keeper of the public health and the environment, the Formetco community embraces pollution prevention and sustainable development while continually seeking to reduce resource consumption.

Formetco’s environmental policy establishes the following important commitments:

- Compliance with all Federal, State, and local environmental laws and regulations, as well as Executive Orders.
- Prevention of pollution by minimizing the generation of wastes where possible, reducing consumption, recycling materials, and disposing of wastes in an environmentally responsible manner.
- Integration of environmental and health considerations into decision-making processes.
- Reduce the environmental impact of staff’s commuting to and from work.
- Formetco is a leader in our industry in the development of Energy Efficiency in the design of Formetco’s Products.

All Formetco employees are responsible for being aware of the environmental and health impacts of their jobs and for continually striving to minimize these impacts as set forth in this policy.

C. Policy

Formetco is committed to protecting public health by conducting our operations and activities in an environmentally responsible and sustainable manner. We are committed to complying with all applicable laws and regulations. We recognize that reducing and, where possible, eliminating the environmental impacts of our activities is an important part of our mission.

Formetco’s guiding principles and practices to achieve resource conservation, waste reduction, and sustainability overall are summarized below:

- Comply with mandatory requirements and conduct our activities and operate our facilities within applicable environmental laws and regulations

Tab 1 Master Agreement
Tab 2 NCPA Admin Agreement
Tab 3 Vendor Questionnaire
Tab 4 Vendor Profile
Tab 5 Products and Services
Tab 6 References
Tab 7 Pricing
Tab 8 Value Added Products and Serv.
Tab 9 Required Documents

- Conserve energy and other natural resources
- Encourage employees to use mass transit
- Reduce, reuse, and recycle to reduce waste
- Minimize the production of hazardous waste
- Adopt green procurement practices
- Continue to review and minimize the impacts of our activities

D. Responsibilities

a) Energy Conservation Employees shall:

1. Turn off lights when not in use and use natural light when possible.
2. Turn off, not just log off, all computers, terminals, speakers and other office equipment at the end of every workday.
3. Turn off your power strip at the end of every workday.
4. Activate the power down features on your computer and monitor to enter a low-power or sleep mode when not in use.
5. Unplug equipment that drains energy even when not in use (e.g., cell phone chargers, fans, coffee makers, desktop printers, radios).
6. Use LED lights office light fixtures and in desk lamps as opposed to incandescent lights whenever possible.
7. Use the stairs when possible.
8. Utilize videoconferencing and conference calls as an alternative to travel when possible.
9. Limit the use of space heaters.

b) Reduction of Materials Consumption Employees shall:

1. Avoid using paper by distributing and storing documents electronically.
2. Print and photocopy only what you need and double side your jobs when possible.
3. Tell staff and colleagues that you prefer double-sided documents.
4. Use the back side of old documents for faxes, scrap paper, or drafts.

c) Reduce Fossil Fuel Consumption and Air Pollution Employees shall:

1. Ride mass transit or other alternative forms of transportation, whenever possible.
2. Use carpools or vanpools, when possible, over single use cars.
3. Telework one day a week, if possible.

d) Minimize Waste and Increase Recycling Employees shall:

1. Use durable reusable beverage containers, plates, and utensils.
2. Reduce the amount of toner in documents that will be printed when possible.
3. Print documents in black and white or grayscale whenever possible.



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4. Recycle paper, paper products, plastic, binders, folders, catalogs, boxes, bottles, cans, batteries, electronics, toner and ink cartridges.
 5. Recycle plastic and paper products in accordance with county regulations.
 6. Donate used furniture and electronics through the Property Utilization Branch.
- e) Minimize Toxics and Hazardous Waste
1. Do not pour toxic or hazardous substances down the drain.
 2. Reduce the use of toxic chemicals and use less toxic alternatives wherever possible.
 3. Do not use or purchase mercury or mercury-containing equipment, unless approval has been obtained.
 4. Design experiments, when possible, to use less toxic or hazardous substances.
 5. Purchase chemicals in the smallest quantities needed to avoid over-ordering.
 6. Dispose of hazardous chemicals appropriately and in accordance with the NIH Disposal Guide and other legal requirements.
- f) Commitment to Green Purchasing Employees shall:
1. Purchase copier and printer paper that contains at least 30% post-consumer recycled content.
 2. Purchase office supplies and furniture that contain the highest percentage of recycled and non-toxic content whenever possible.
 3. Purchase products that contain biobased content whenever possible.
 4. Purchase Energy Star office equipment.
 5. Use the Electronic Product Environmental Assessment Tool (EPEAT) to identify computers and monitors with environmental attributes and purchase computers and monitors with at least a Bronze rating.
 6. Purchase quality furniture and electronics that are no longer needed through the Property Utilization Branch.
- g) Formetco has accomplished the below to lower Formetco and Formetco's products carbon usage:
1. Formetco encourages employees to use Electric Cars by providing free charging stations.
 2. Retrofitted offices with energy efficient LED lights and upgrade manufacturing and warehouses to LED light fixtures.
 3. Recycles scrap materials used in the manufacturing process.
 4. Installed programable thermostats to minimize Heat and Air Conditioners energy usage.
 5. Formetco has a product design goal to use the most environmentally friendly materials and build the most energy efficient products. Today Formetco is the largest supplier of low energy LED light for the Billboard Business and manufactures the most energy efficient LED Video Screens available today.

Tab 1	Master Agreement
Tab 2	NCPA Admin Agreement
Tab 3	Vendor Questionnaire
Tab 4	Vendor Profile
Tab 5	Products Services
Tab 6	References
Tab 7	Pricing
Tab 8	Value Added Products Serv.
Tab 9	Required Documents

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

OCCUPATIONAL TAX CERTIFICATE

City of Duluth - 2020

3167 Main Street
Duluth, Georgia 30096

FORMETCO INC
FORMETCO INC
2963 PLEASANT HILL RD
DULUTH, GA 30096

Date of Issue: 3/13/2020

FORMETCO INC

In consideration of which the City of Duluth, Georgia, has granted a permit for carrying on the occupation of:

OUTDOOR SIGN MANUFACTURING & SALES

License # **5934314**

3200.3 - Manufacture

The business activity authorized by this certificate is subject to adherence with state and local laws, ordinances, and regulations.

Shawna K. Samuel
Occupational Tax Officer – 770-476-3434

This certificate expires on
January 30, 2021

Deven S. Smith
City Clerk

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/17/2020 4:00:20 PM

BUSINESS INFORMATION

CONTROL NUMBER H107084
BUSINESS NAME FORMETCO, INCORPORATED
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 02/17/2020
ANNUAL REGISTRATION PERIOD 2020, 2021, 2022

PRINCIPAL OFFICE ADDRESS

ADDRESS P O BOX 1989, DULUTH, GA, 30096-3808, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
XANDER, MATT A.	2963 PLEASANT HILL RD, DULUTH, GA, 30096, USA	Gwinnett

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
HEAD, MARGARET G	SECRETARY	2963 PLEASANT HILL RD, DULUTH, GA, 30096, USA
HEAD, MARGARET G	CFO	2963 PLEASANT HILL RD, DULUTH, GA, 30096, USA
XANDER, MATT A	CEO	2963 PLEASANT HILL RD, DULUTH, GA, 30096, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Karen Shepman
AUTHORIZER TITLE Authorized Person

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name. **Formetco, Inc.**
- ◆ Brief history of your company, including the year it was established. **Established in 1958, privately held family owned business.**
- ◆ Company's Dun & Bradstreet (D&B) number. **DUNS#04-970-0578**
- ◆ Company's organizational chart of those individuals that would be involved in the contract. **See attached organizational chart**
- ◆ Corporate office location. **2963 Pleasant Hill Road, Duluth GA. 30096**
- 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. **Formetco provides Maintenance Services Nationwide on over 2,000 LED Screens. The work that is outside of Formetco's Local Service area is preformed by qualified Subcontractors, These same Subcontractors provide Formetco's Nationwide Installation Services under management of a Formetco Project manager and Formetco on-site construction manager .**
- ◆ Define your standard terms of payment.
50% Down with signed contract, 40% before shipping, 10% 30 days from shipping ◆ Who is your competition in the marketplace?
Daktronics, Nevco, Samsung, FairPlay, OES
- ◆ What differentiates your company from competitors? **Incredible Customer Service, Competitive pricing, better product durability, 10 year warranty, Nationwide Service & Installation, Experienced Project Managers**
- ◆ Describe how your company will market this contract if awarded. **The NCPA contract will become part of our marketing material and in our sales presentations to our customers. NCPA logo on website.**
- ◆ Describe how you intend to introduce NCPA to your company. **We will have an NCPA workshop to introduce the program to our sales and marketing team**
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website. **Most of our sales are not done Online because of the custom nature of each project and job site.**
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) **We have our network operating center in Duluth GA where we have service representatives in house 365 days a year, 7 days a week. 6am - 10pm EST**
- ◆ Green Initiatives - **See Attached Formetco Green Initiative**
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable) [See attached](#)

- 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.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
 - Products
 - Presentations and Displays (LED Video displays, LED Video Scoreboards, LED
 - Interactive Solutions (Scoreboards)
 - Control Systems (control systems for indoor and outdoor LED video displays)
 - Cameras and Videos (cameras and video switching front end equipment)
 - Audio Solutions (indoor and outdoor audio systems with control equipment)
 - Interactive White Boards
 - Interactive Displays
 - Software
 - Curriculum and Assessment
 - Document Cameras
 - Mounts
 - Projectors and Screens (LED Video Screens)
 - Services
 - Customer Support 365 days year/7 days a week support
 - Installation Full Installation crews fro indoor and outdoor turn-key projects
 - Warranty 10 year parts/10 year brightness warranty on FTX Outdoor products
5 year parts on FSI Indoor products
Onsite labor warranties available on all projects

FORMETCO

SPORTS

INDOOR
OUTDOOR
SOUND SYSTEMS
CONTROL ROOMS

HOME OF THE BETTER LED VIDEO BOARD



BETTER DESIGN

Proven Reliability, Lowest Long-Term Operating Cost (Maintenance & Power), Competitive Pricing!

BETTER WARRANTIES

10-Year Parts and 10-Year Brightness Warranty on FTX Models

BETTER SERVICE

Service and Support open 7 days a Week, 365 Days a Year, Live Active Alert Diagnostics on FTX Models

BETTER SOFTWARE

Full Featured, Live Video, Powerful, Easy to Use Software, with *No Costly Annual Fees*

BETTER PROCESS

Consultation, Design, Manufacturing, Installation, and Service

CONTACT US

833-533-7267
sports@formetco.com
formetcosports.com



In 1968, Larry Garrett founded Formetco by purchasing the entire billboard division of Armco Steel. Initially, product offerings were fabricated metal parts for the outdoor advertising industry. Over time, by listening to the needs of its customers, Formetco's product line grew to over 1,500 specially designed Outdoor Advertising products. Formetco developed a reputation for quality products, innovative product designs and a legacy of providing outstanding customer service.

Formetco's products are designed based on our customer's needs and Formetco's product design philosophy of providing products with unique innovative functionality. Formetco provides products that are simple and fast to install, correctly designed for the environment they will be operating in, easier product maintenance, longer useful operating life with an overall lower long term cost savings to our customers. Our extensive experience working with outdoor products has given us the unique ability to fine-tune our products with a complete understanding of their application, installation, maintenance, and operating environment.

In 2006 Formetco added LED Screens to its product offering, initially focusing on LED Digital Billboards. Once established as one of the leading manufacturers of LED Digital Billboards, Formetco, once again, expanded its product offering to include Video Scoreboards and LED Video Screens for indoor and outdoor applications.

OUTDOOR HARDWARE

Formetco is the largest supplier of hardware to the outdoor advertising industry in the world. Formetco's Hardware Division manufactures a wide range of fabricated metal products, safety equipment, and vinyl attachment systems.



LED DIGITAL BILLBOARDS

Formetco's FTX Digital Billboard has been time tested, offers outstanding reliability, with the lowest power and maintenance cost in the industry. Formetco provides a complete package from design, to installation, and service.



SPORT SYSTEMS

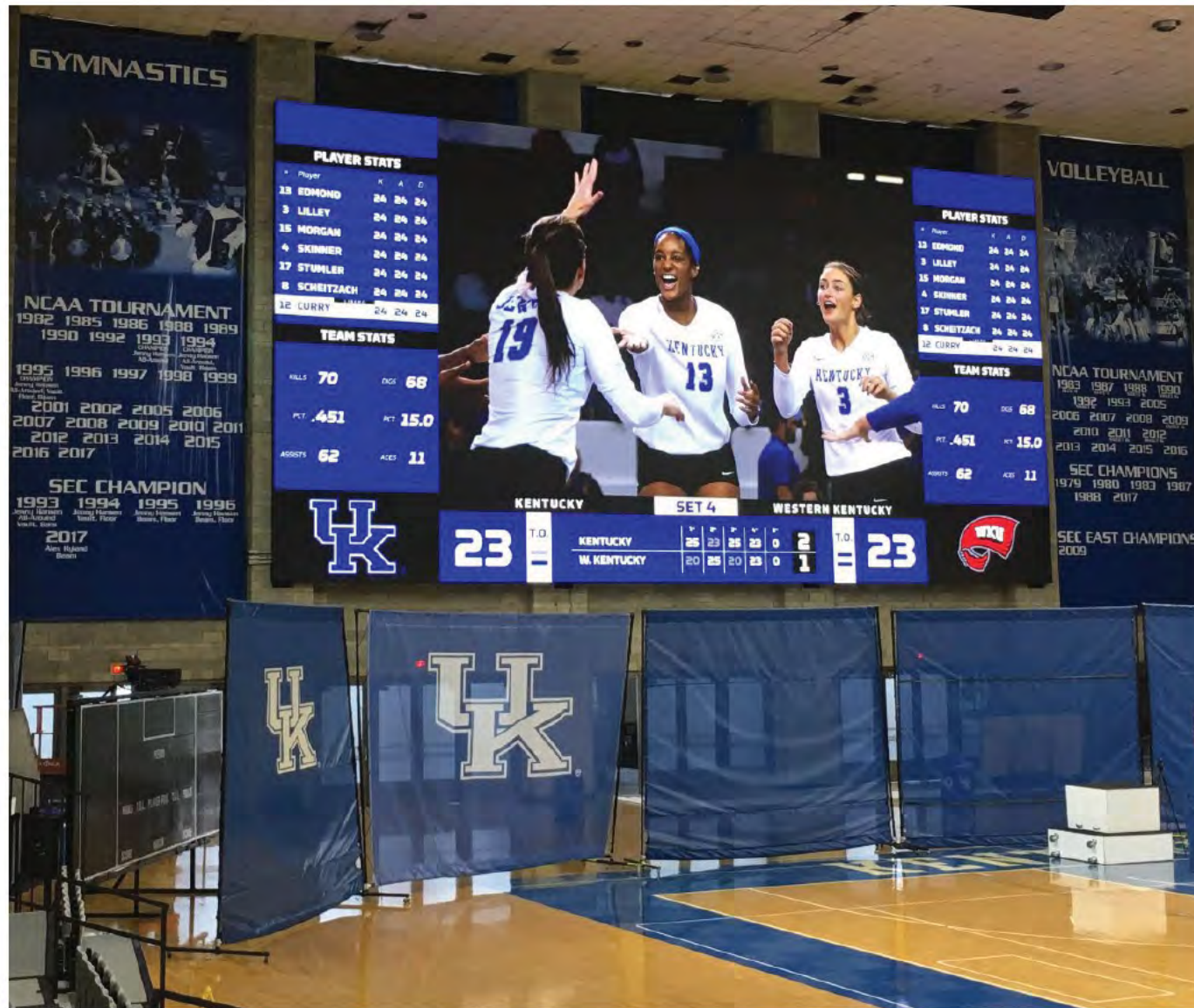
Formetco's Sports Division designs and manufactures a complete turn-key LED Video scoring solution for outdoor and indoor applications. Sports packages feature multi-sports scoring software, sound systems, control rooms, video cameras, and on-going service and support 7 days a week.



LED VIDEO SYSTEMS

Formetco integrates innovation and creativity into its custom indoor and outdoor LED Video Screen solutions. The LED Video division offers a turn-key experience for large scale high-resolution LED Video Screen projects.





University of Kentucky Lexington, KY

Size: 30'-5" x 59'-1"

Pixel Matrix: 1782 x 3,456 Pixels

Pixel Pitch: 5.2mm

Details: New Install, FSI 5.2mm Multi Use System, 98' FSI 5.2mm Auxiliary Ribbon Display

"We have had a quality experience with Formetco. They were gracious and welcoming once we formalized our relationship and were committed to making sure our needs were met through this project. They met all benchmarks in the installation process and have exhibited high-end customer service."

- Mitch Barnhart, Director of Athletics



Georgia State University Atlanta, GA

Size Screen: 49'-4" x 77'-8"

Pixel Matrix: 940 x 1,480 Pixels

Pixel Pitch: 16mm

Details: Removal of the old Mitsubishi LED Screen and Installation of the New LED Screen.

"We are very happy with the new main videoboard at Georgia State Stadium that Formetco assisted us on. It has completely changed the look and feel of our stadium. We enjoyed working with Formetco because they took the time to understand our needs and then came back with a thoughtful way of fulfilling our project concept." - Charlie Cobb, Director of Athletics

FORMETCO
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WHY FORMETCO?

50 Years of Quality Products and Service.

Experience Installing, Managing and Maintaining over **2,000 LED Screens** Across North America.

On-Site Field Service Available throughout North America

On-Site Installation Service throughout North America

Experienced Professional Project Managers

Large Metal Fabrication Facility

The name "FORMETCO" is known for quality products backed with Exceptional Service.

HOME OF THE BETTER LED VIDEO BOARD

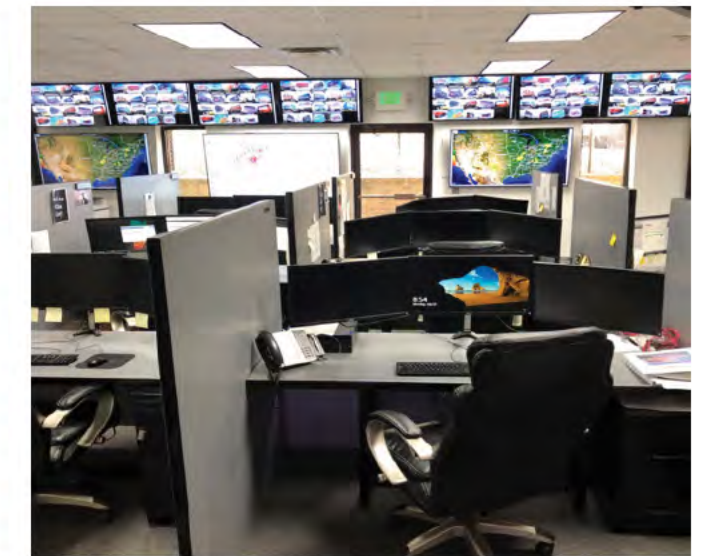
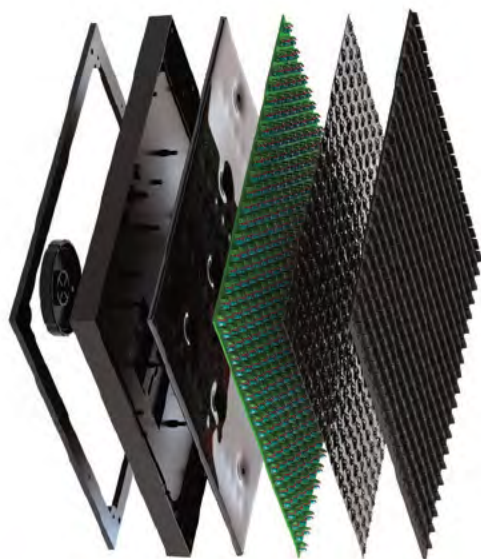
Better Design: Proven Reliability, Lowest Long-Term Operating Cost (Maintenance & Power), Competitive Pricing

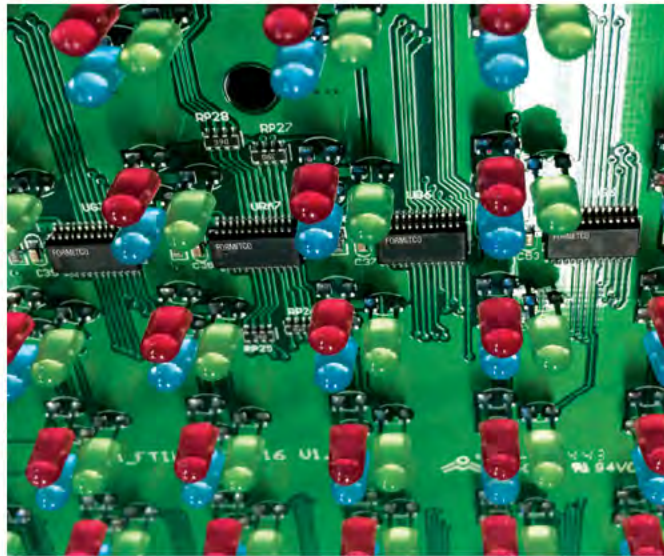
Better Software: Full Featured, Live Video, Powerful, Easy to Use Software, with *No Costly Annual Fees*

Better Warranties: 10-Year Parts and 10-Year Brightness Warranty on FTX Models

Better Process: Consultation, Design, Manufacturing, Installation, and Service

Better Service: Service and Support open 7 days a Week, 365 Days a Year, Live Active Alert Diagnostics on FTX Models





FTX LED Video Screen Product Families

- Designed for outdoor applications
- Pixel Pitch ranging from 20mm, 16mm & 13.3mm
- All with True Pixel Technology

Better Looking Video Screen

- True 16-Bit LED Drivers provide for higher color depth with vivid image reproduction
- Single Bin Diodes – Color matched LEDs provide greater color uniformity, better looking and longer lasting LED Screens

Proven Reliability

- With over 2,000 Installations across North America, operating 24 hours a day 7 days a week, Formetco LED screens are designed and built to operate in all types of weather conditions
- Find out about Proven Reliability? Ask our customers.

Lowest Long-Term Maintenance Cost

- No High Maintenance Fans or Filters
- Quiet Noiseless LED Screen Operation
- Service access by rear catwalks with a ladder, no need for expensive crane trucks for service

Lower Power Cost – Most Energy Efficient LED Screens Available.

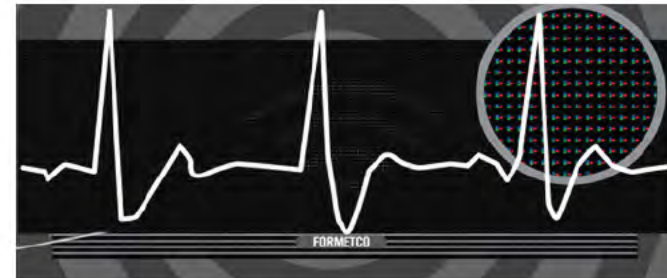
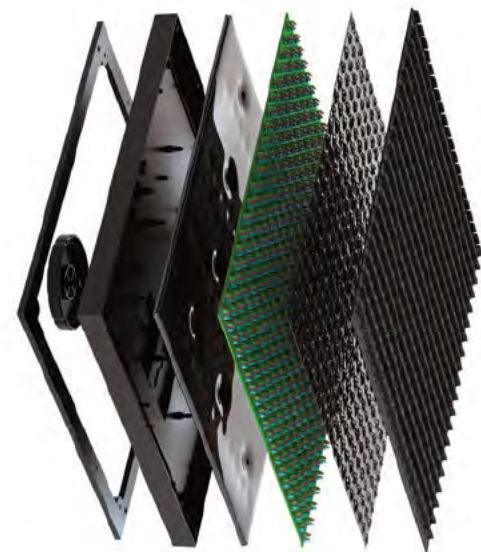
- Formetco FTX Screens are the most energy efficient LED Screens in the industry
- The FTX produces more light using less energy and produces less heat
- Operating at lower temperatures will keep the LED Screen brighter longer with lower maintenance and offers substantially reduce monthly electrical costs

Efficient Cooling – Better Thermal Management

- Screens are 100% environmentally cooled, fans are not needed
- Heat is dissipated both convectively and radiatively to keep components within safe operating parameters

Intelligent Self-Monitoring Active Diagnostics

- Formetco FTX, continuously monitors the operating conditions of the LED Screen’s functionality
- Reports on the conditions of the LED tiles, power supplies, data communications, computer health, internet connection, and operating temperature while providing auto-correction logic and alert email notifications of any operational issue
- Formetco provides proactive service, where we notify our customers of any issue with the equipment before they even notice the issue on the LED Screen



FSI LED Video Screen

- Designed for Indoor Applications
- Two Different Product Families, L & M Series

Best High End Components

- Nationstar LEDs
- Macroblock LED Drivers
- 5-Year Parts Warranty & One year On-Site Labor Service Agreement

Better Looking Video Screen

- True 16-Bit LED Drivers provide for higher color depth with vivid image reproduction
- Single Bin Diodes – Color matched LEDs provide greater color uniformity, better looking and a longer lasting LED Screens

Proven Reliability

- With over 2,000 Installations across North America, operating 24 hours a day 7 days a week
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Lowest Long-Term Maintenance Cost

- No High Maintenance Fans or Filters
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Efficient Cooling – Better Thermal Management

- Screens are 100% environmentally cooled, fans are not needed
- Heat is dissipated both convectively and radiatively to keep components within safe operating parameters

Quality Die Cast Cabinet

- Provide improved image quality
- Faster Product Installation

No Ribbon cables

- LED Tiles attach directly to a circuit board for data and power
- Reduces Service issues and minimizes electronic noise interference



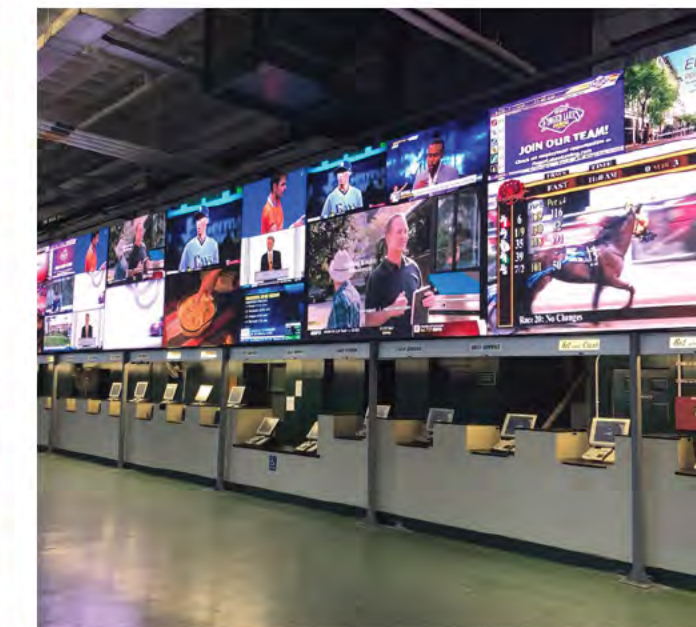
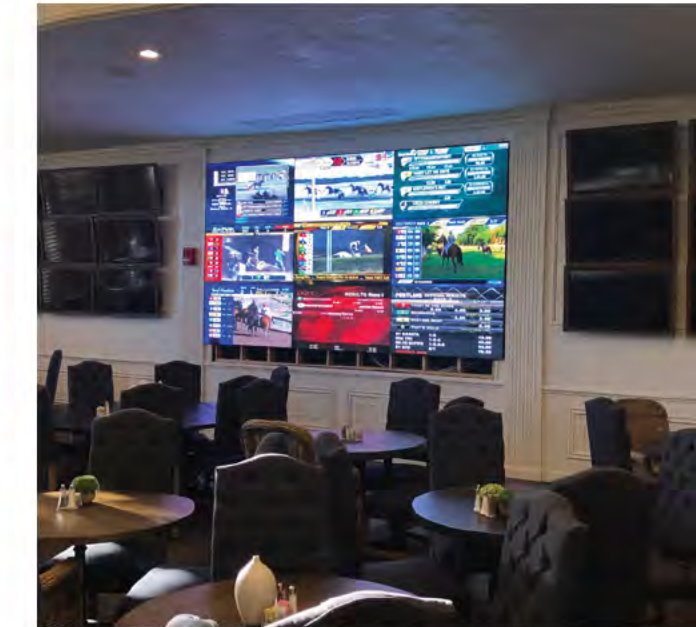
FSI-L Series

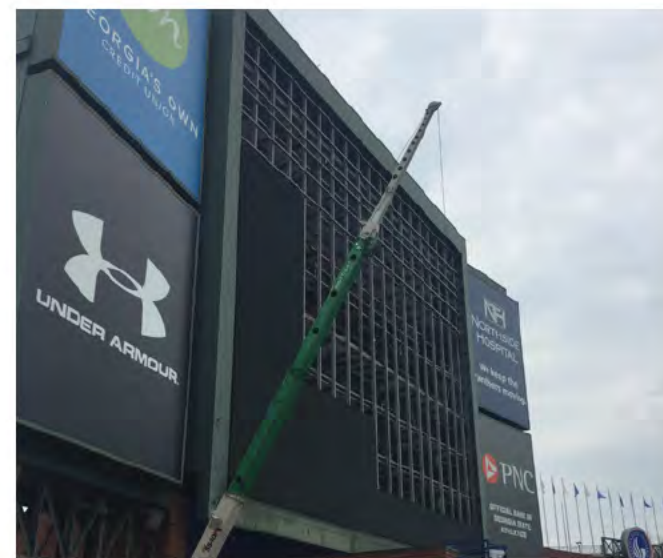
Cabinet Sizes:	500mm by 500mm 750mm by 500mm
Pixel Pitches:	4.8mm, 3.9mm 2.6mm, 1.9mm
Service Connectors	Front or Rear
Application	Quick Connections Rental or Fixed Installation



FSI-M Series

Cabinet Sizes:	360mm by 640mm 9 by 16 Ratio
Pixel Pitches:	4mm, 2.9mm 2.5mm, 2mm, 1.8mm, 1.6mm
Service	Front
Application	Fixed Installation





Formetco has developed a Proven Process for Success

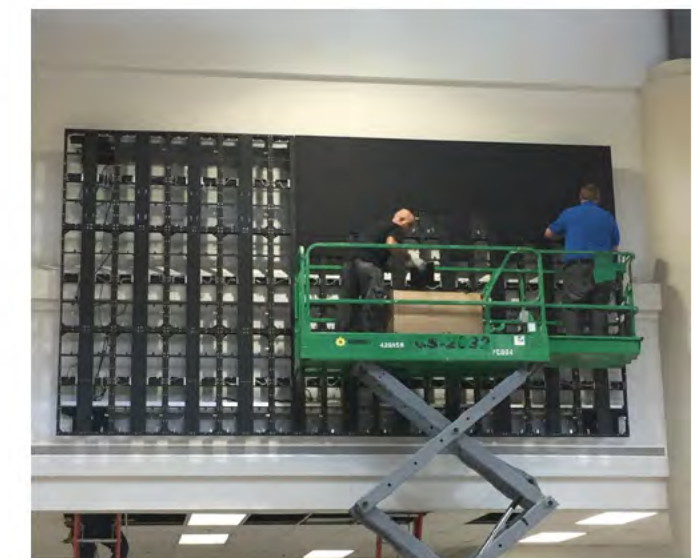
Formetco understands that every customer and facility has unique needs and requirements and will work in tandem with you to create the best LED Video Scoreboard solution within your budget. At Formetco, we take the time to walk you through every step of the process, starting with our initial meeting to your first game day.

In our efforts to provide you with the best solution for your needs, Formetco will:

- Provide Project Design consultation, to understand your goals and develop the best strategy to execute your project
- Conduct a Professional Site Survey of your facilities to ensure the safety and soundness of any improvements you wish to make
- Develop conceptual designs and budgetary cost estimates to inform your decisions throughout the process
- Provide a transparent proposal with a complete scope of work detailing all costs and responsibilities associated with the project
- Make recommendations on any pre-engineering modifications required for the most cost effective solution
- Modify conceptual designs until we perfect your vision

The implementation phase of your project will be managed by one of Formetco's experienced and professional Project Managers, some with over 25 years of experience working specifically on Scoreboard projects. A project manager will be on the job site at all times to oversee every aspect of this process.

The process from where you are today, through design, implementation, and install, to playing your first game with your new, state of the art LED Video Scoreboard may seem intimidating, but we are here to work with you. Our goal is to exceed your expectations in every way.



Powerful Easy to Use Game Presentation Software

- Cost Effective, no expensive on-going annual fees
- Easy-to-Use Interface – designed for volunteers/students
- Multiple Sports Support – quickly change between control interfaces and output for multiple sports
- Device Control – phone, tablet, on-screen or controllable by industry standard Scoreboard Controllers
- Dynamic Advertising Zones – unlimited ad zones with rotating stills, animations or videos
- Full or Partial Screen Video Playback – dynamically trigger interstitials, such as “Great Play”, etc.
- Video Input Capabilities – one or more live video feeds can be shown on the scoreboard
- Remote Control – built-in web server to control the interface remotely via tablet or laptop
- Player Profiles – present formatted XML data and images dynamically
- Dynamic Statistics Display – display web-based stats dynamically from a variety of services
- Ad Tracking – export comprehensive reports for ads to provide to sponsors
- Custom Scoring – user can develop custom scoring templates



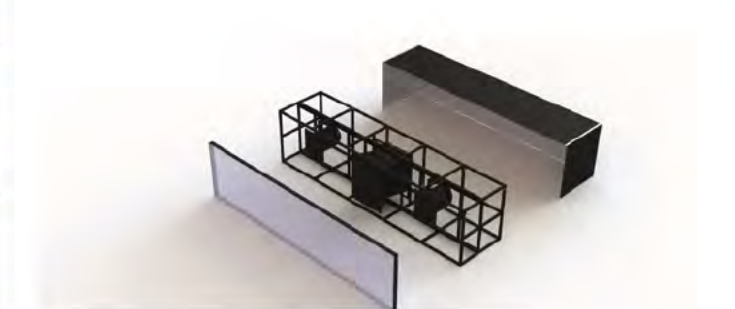
Affordable Professional HD Video Production with Relay

- Easy to operate, switches camera feeds, 4 and 8 Camera packages
- Professional HD production at a modest price
- Supports all popular formats of video files
- Video Cameras, 4K, HD and SD capable, support for webcams and capture cards
- NDI send and receive, high quality video over your local network
- 13 transition effects, easy to use high-performance animated graphics and titles
- Slow Motion Replay playback from 5% to 400%



High Quality Sound System

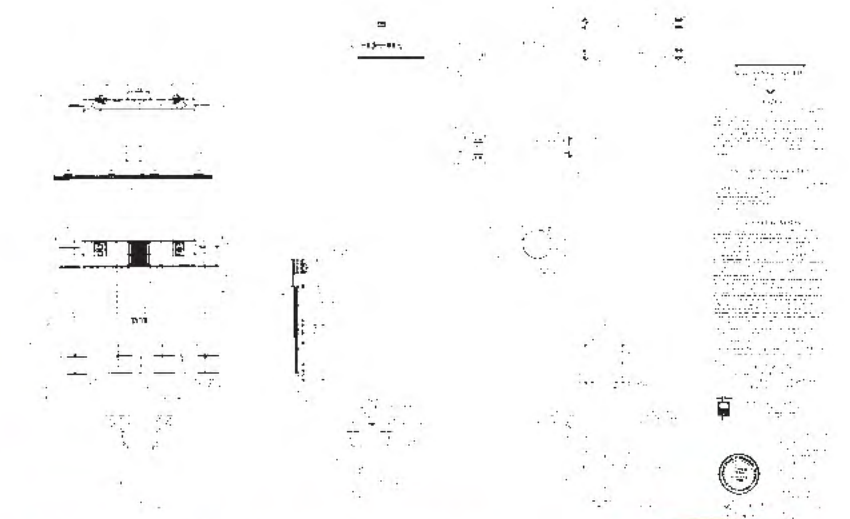
- Best location for sound distribution is on top of your new Video Scoreboard
- Integrating sound with your Video Screen is the best solution
- Printed perforated graphics panel fits in front of the speakers
- Sound systems especially designed to provide high fidelity sound over long distances with ease
- High Output, Wide Range, Smooth Frequency response ensuring both high fidelity music reproduction and superb projection of clear intelligible speech with very low distortion
- Output and coverage pattern that is ideal for applications requiring high-impact, long throw, full-range performance
- Free stadium sound engineering study, to ensure you are getting the best, most cost effective sound solution



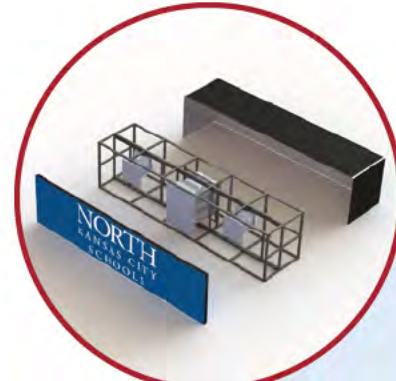
**North Kansas City Schools High School
Kansas City, MO**

Screen Size 14'-8" x 27'-3"
Pixel Matrix 280 x 520
Pixel Pitch 16mm

Details: New structure, rear service catwalk system, upper decorative truss with non-illuminated logo panels, non-illuminated lower advertising panel, sound system, video switcher with replay



SPEAKER CABINET



CATWALK ASSEMBLY

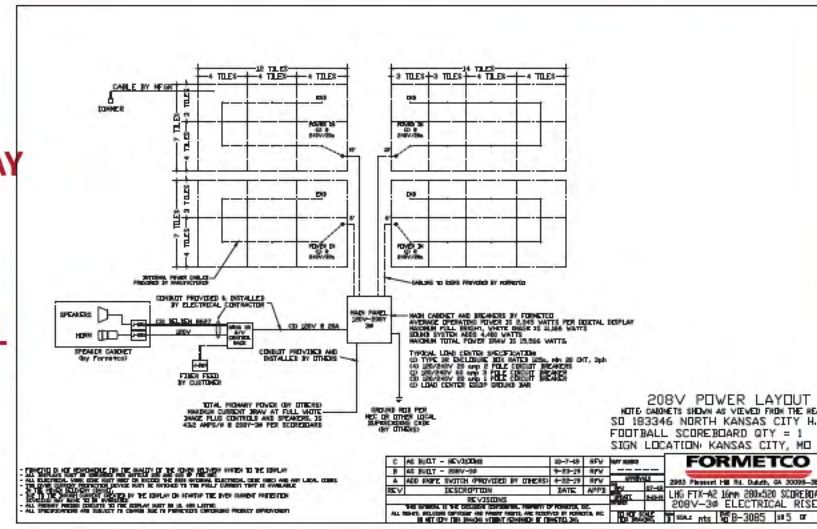


**PROFESSIONALLY ENGINEERED
STRUCTURE**



**TRUSS FRAME
& LOGO PANEL**

ELECTRICAL LAYOUT



**ENVIRONMENTAL AMP
ENCLOSURE**

**PRIMARY POWER
BREAKER BOX**

LED ARRAY

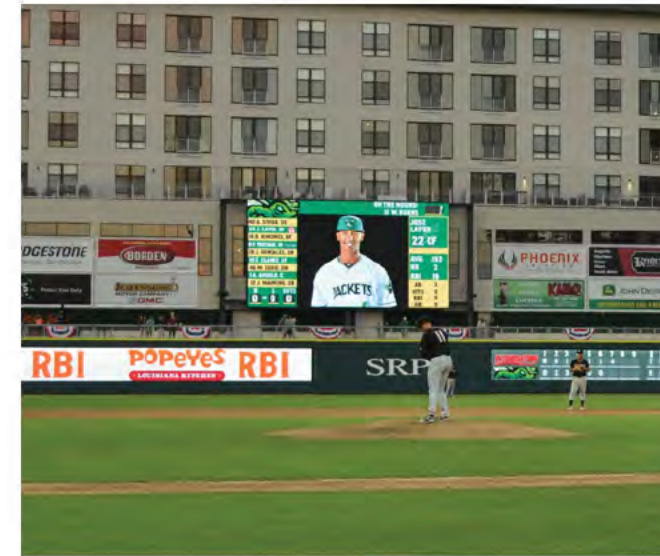
**SPARE PARTS
BOX**

AD PANEL



Warren County Hot Rods Bowling Green, KY

Screen Size 1: 34'-8" x 55'-7"
 Pixel Matrix: 768 x 1,248
 Pixel Pitch: 13.3mm
 Screen Size 2: 6'-3" x 68'-3"
 Pixel Matrix: 144 x 1,560
 Pixel Pitch: 13.3mm
 Screen Area: 2,367.39 SqFt
Details: Full package control system, video switcher with replay, stats interface, two screens with installation
"Our fans can't believe the difference in quality and overall experiences with the Formetco boards." - Eric C. Leach, COO & General Manager



SRP Park – Augusta Green Jackets North Augusta, SC

Screen Size #1: 22'-6" x 42'-6"
 Pixel Matrix: 420 x 800
 Pixel Pitch: 16mm
 Screen Size #2: (3) 6' x 80'
 Pixel Matrix: 120 x 1,500
 Pixel Pitch: 16mm
Details: Full package control system, video switcher with replay, stats interface, four screens with installation
"We did our homework, sourced from several reputable vendors and we chose Formetco. Formetco delivered a high-quality product." - Jeff Eiseman, President/Partner, Agon Sports & Entertainment



Boise Hawks Boise, ID

Screen Size: 16' x 38'
 Pixel Matrix: 300 x 720
 Pixel Pitch: 16mm
Details: Retrofit installation, FTX 16mm Video Scoreboard, 8' x 38' fixed digit scoreboard, control and scoring systems, video switcher with replay
"Ultimately, using Formetco meant more LED displays for less money, providing us the value and quality we were seeking." - Jeff Eiseman, President/Partner, Agon Sports & Entertainment



Pensacola Blue Wahoos Pensacola, FL

Screen Size 1: 26'-9" x 30'-11"
 Pixel Matrix: 500 x 580
 Pixel Pitch: 16mm
 Screen Size 1: 6'-9" x 20'-5"
 Pixel Matrix: 144 x 456
 Pixel Pitch: 13.3mm
Details: Retrofitted the existing structure with a FTX Video Scoreboard, removal, installation, and control equipment
"We are thrilled with our Formetco board. Their customer service and professional installation was great. It has done a great job for us and we are looking to add to our digital signage." - Jonathan Griffith, President



Daytona Tortugas Daytona, FL

Screen Size: 17'-3" x 36'-2"
 Pixel Matrix: 320 x 680
 Pixel Pitch: 16mm
Details: Full package control system, video switcher with replay, stats interface, two screens with installation



Salem-Keizer Volcanoes Keizer, OR

Screen Size: 12'-7" x 31'-6"
 Pixel Matrix: 240 x 640
 Pixel Pitch: 16mm
Details: Full package control system, video switcher with replay, stats interface, with installation



Albany State University Albany, GA

Size Screen: 22'-6" x 36'-2"
Pixel Matrix: 504 x 816
Pixel Pitch: 13.3mm
Details: Removal of the existing scoreboard, installation of new Video Scoreboard, full package, sound system control system, video switcher with replay, with installation



Clark Atlanta University Atlanta, GA

Screen Size: 22'-6" x 42'-6"
Pixel Matrix: 420 x 800
Pixel Pitch: 16mm
Details: Removal of the existing scoreboard, installation of new Video Scoreboard, full package, sound system control system, video switcher with replay, backlit channel letters, with installation



Lawrence Tech University Southfield, MI

Screen Size: 14'-8" x 27'-3"
Pixel Matrix: 280 x 520
Pixel Pitch: 16mm
Details: Installation of FTX 16mm Video Screen, decorative truss with backlit channel letters, sound system, video switcher with replay, control system



Presbyterian College Clinton, SC

Screen Size: 27'-9" x 36'-1"
Pixel Matrix: 520 x 680
Pixel Pitch: 16mm
Details: Removal of the existing scoreboard, installation of new Video Scoreboard, full package, control system, video switcher with replay, with installation
"Our Formetco board has dramatically improved our game day atmosphere, allowing for live video, replays, advertising and fan interaction. We are big fans of and highly recommend Formetco. The product is second to none, the customer service is excellent, and once people see the board, it sells itself." - Danny Sterling, Former Athletic Director



University of Cumberland Williamsburg, KY

Screen Size: 13'-7" x 24'-1"
Pixel Matrix: 312 x 552
Pixel Pitch: 13.3mm
Details: New LED Video Screen with control system and installation



Benedict College Columbia, SC

Screen Size: 25'-2" x 43'
Pixel Matrix: 460 x 800
Pixel Pitch: 13.3mm
Details: Removal of the existing scoreboard, installation of new Video Scoreboard, full package, sound system, control system, video switcher with replay, with installation



Creekview High School Canton, GA

Screen Size: 23'-1" x 39'-11"
Pixel Matrix: 420 x 740
Pixel Pitch: 13.3mm

Details: New install, FTX Video Scoreboard, full package control system, video switcher with replay, stats interface, back and side advertising panels, with installation

"After serious market research, we purchased large LED video scoreboards from Formetco at both our outdoor and indoor sports facilities. We couldn't be happier with our decision to use Formetco." - Dr. Mark Merges, Former Principal

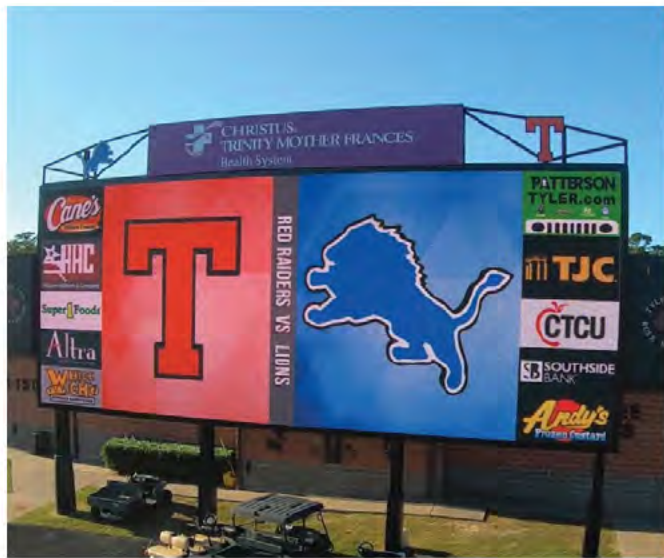


Brownsville ISD Brownsville, TX

Screen Size: 34'-8" x 65'-1"
Pixel Matrix: 640 x 1,240
Pixel Pitch: 16mm

Details: New install, FTX 16mm Video Scoreboard, speaker cabinets, backlit channel letters, scoring system

"Every single step was a positive experience. They're always one phone call away to take care of our customer service needs. We're looking forward to being able to open up the opportunity that we have with this system. We look forward to expanding this to our soccer presentations, use this system for world class track and field as well as our graduation." - Gilbert Leal, Athletic Director



Tyler ISD – Rose Stadium Tyler, TX

Screen Size: 19'-11" x 50'-4"
Pixel Matrix: 380 x 960
Pixel Pitch: 16mm

Details: Removal of the existing screen, installation of new LED Video Screen, speaker cabinets and backlit sign

"Three things that made up my mind were price, warranty unsurpassed by others, and the third thing that just sealed the deal in my mind was the service that VCRNOW powered by Formetco gives, and also being able to remotely monitor the board. It's a really good experience for me, all the way through this process. They did what said they were going to do when they said they were going to do it." - Tim Loper, Director of Facilities



Dalton High School Dalton, GA

Screen Size: 22' x 38'-10"
Pixel Matrix: 420 x 740
Pixel Pitch: 16mm

Details: New install, complete package, sound system, video switcher with replay, control system

"The Dalton High Quarterback Club would highly recommend Formetco. The entire experience with the Formetco team has been and still is today amazing. Formetco walked us through the whole process and has been there every step of the way." - Rob Taylor III, Dalton Quarterback Club



Calvary Day School Savannah, GA

Screen Size: 19' x 34'
Pixel Matrix: 340 x 620
Pixel Pitch: 16mm

Details: New install, FTX Video Screen, backlit channel letters, control system.

"Our Formetco Video Board at Calvary Day School has been a game changer! Formetco is a first-class company with first class customer service. Blake Bearden and his team are always a text or call away. The personal service makes you feel like family and that's why we at Calvary Day partnered with Formetco." - Chad Griffin, Athletic Director



Dayton ISD Dayton, TX

Screen Size: 19'-11" x 38'-10"
Pixel Matrix: 380 x 680
Pixel Pitch: 16mm

Details: New install, FTX Video Screen, decorative truss, sound system, video switcher with replay, control room

"Their attention to detail, and their attention to us, made us feel like we are the Texas Longhorns, or the Texas Aggies, like we are the biggest school in the state of Texas. I wanted to make sure that we were getting the very best for Dayton ISD. They did that; they provided that for us." - Jeff Nations, Athletic Director



Norcross High School Norcross, GA

Screen Size: 29'-5" x 51'-5"
Pixel Matrix: 540 x 960
Pixel Pitch: 16mm
Details: Removal of the existing scoreboard, modified existing structural steel, installed an FTX 16mm Video Scoreboard, sound system, video mixer with replay, video cameras, and complete turn-key service

"This year will be our fifth season operating our Formetco Video Scoreboard. The video board has changed our game experience. Our video board operates like it is still new."
 - Keith Maloof, Head Football Coach



St. John Bosco High School Bellflower, CA

Screen Size: 16'-9" x 29'-5"
Pixel Matrix: 300 x 540
Pixel Pitch: 16mm
Details: New FTX Video Scoreboard, control system, rear advertising sign

"We visited their digital campus in Atlanta to review their products and software and were blown away. [...] between their cutting-edge technology, 10-year warranty, and the incredible customer service we've received since, we knew that they were the right choice. The clarity, color brilliance, and overall capabilities have exceeded our expectations."
 - Monty McDermott, Athletic Director



North Hall High School Gainesville, GA

Screen Size: 24'-2" x 39'-11"
Pixel Matrix: 440 x 740
Pixel Pitch: 16mm
Details: Installation of new Video Scoreboard, full package, sound system, control system, video switcher with replay, with installation

"Formetco has been an invaluable partner in the design, installation, and implementation of our video board systems. The installation of Formetco video boards for Lynn Cottrell Field and Courts has provided classroom content and has created powerful real-world technical experiences for students."
 - Billy Wells, Athletic Director



Gainesville High School Gainesville, GA

Screen Size: 29'-6" x 55'-5"
Pixel Matrix: 540 x 1,020
Pixel Pitch: 16mm
Details: Installation of new Video Scoreboard, full package, sound system, control system, video switcher with replay, with installation

"Working with Formetco has been amazing experience for our school system. Not only do they put out an amazing product that has wowed our athletes and community, but the tech support has been unbelievable."
 - Adam Lindsey, Athletic Director



Athens Academy Athens, GA

Screen Size: 16'-9" x 29'-5"
Pixel Matrix: 300 x 540
Pixel Pitch: 16mm
Details: New install, video screen, decorative signage, control system

"Choosing a full matrix over a fixed board has allowed Athens Academy to incorporate, and collaborate with, the entire school community with the use of the board. It has been a tremendous addition to the overall student educational offerings and experiences."
 - Kevin Petroski, Athletic Director



Lakeland High School Lakeland, FL

Screen Size: 25'-2" x 38'-10"
Pixel Matrix: 576 x 888
Pixel Pitch: 13.3mm
Details: Installation of new Video Scoreboard, full package, sound system, control system, video switcher with replay, with installation

"I can't say enough good things about Chris, Blake, and the entire team at Digital Scoreboards and Formetco. From the early discovery meetings to the install and follow-through, they are good listeners, customer-focused and most importantly, experts at what they do."
 - Steve Madden, President Lakeland Dreadnaught Football Booster Club



North Gwinnett High School Suwanee, GA

Screen Size: 16'-9" x 32'-6"
Pixel Matrix: 360 x 720
Pixel Pitch: 13.3mm

Details: Installation of new LED Video Scoreboard on existing structure, video switcher with relay, and control system

"I was looking to upgrade to a new video board for our stadium. Formetco is the best company out there and they backed it up with their product and support. I went with the 13mm resolution board and it's unreal what the capabilities are and how clear the picture is. I highly recommend Formetco if your in the market of upgrading your facilities in regards to a video board." - Matt Champitto, Athletic Director



JSerra High School San Juan Capistrano, CA

Screen Size: 14'-8" x 25'-2"
Pixel Matrix: 260 x 460
Pixel Pitch: 16mm

Details: New install, FTX Video Scoreboard, decorative truss, video switcher with replay, control system



Bay Area District Schools – Tommy Oliver Stadium Panama City, FL

Screen Size: 18'-4" x 18'-10"
Pixel Matrix: 340 x 540
Pixel Pitch: 16mm

Details: Installation of new Video Scoreboard, backlit channel letters, control system



Pharr San Juan Alamo ISD Pharr, TX

Screen Size: 33'-6" x 64'-7"
Pixel Matrix: 620 x 1,120
Pixel Pitch: 16mm

Details: New install, FTX Video Scoreboard, sound system, sound system, video switchers, video replay, complete control room and turn-key service



Ladue Horton Watkins High School Saint Louis, MO

Screen Size: 21' x 36'-9"
Pixel Matrix: 380 x 680
Pixel Pitch: 16mm

Details: Installation of new Video Scoreboard, control system, with installation



De La Salle Concord, CA

Screen Size: 15'-9" x 30'-5"
Pixel Matrix: 280 x 560
Pixel Pitch: 16mm

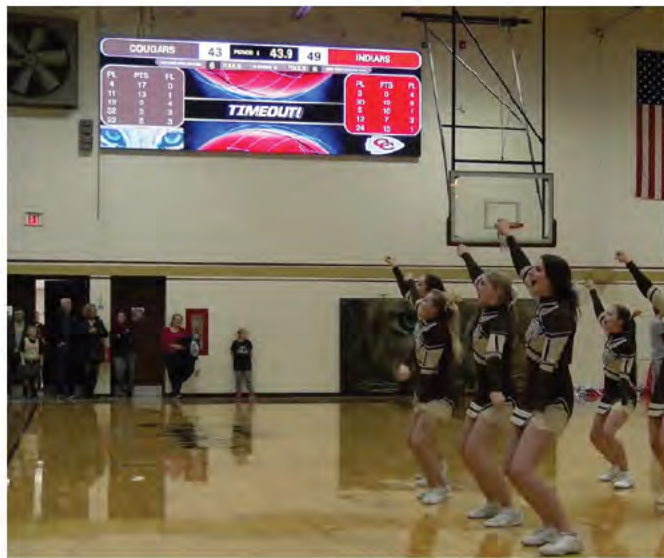
Details: Installation of new Video Scoreboard, control system, with installation



Creekview High School Canton, GA

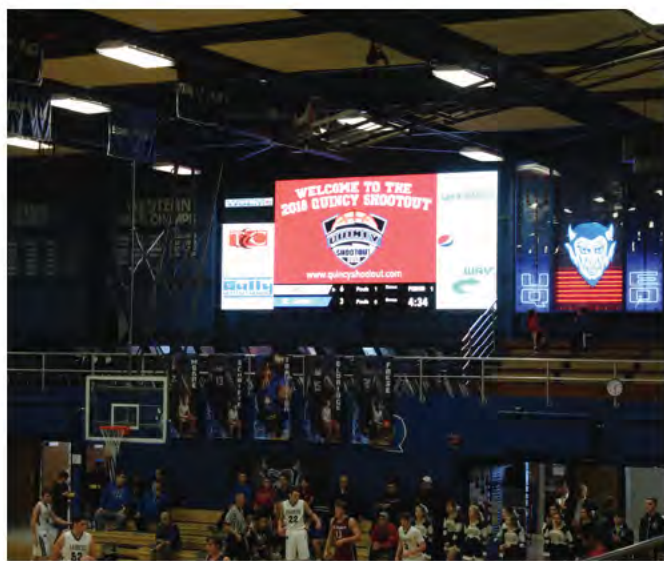
Screen Size: 10'-2" x 18'-1"
Pixel Matrix: 594 x 1,056
Pixel Pitch: 5.2mm
Details: New install, FSI 5.2mm Video Scoreboard, control system

*"Besides the great pricing, their warranties and after the sales support have been first class. We are thrilled about the excitement **the boards have brought our community and the immediate return on our investment through sponsorships at each venue.**" - Dr. Mark Merges, Former Principal*



Highlands High School Highland, IL

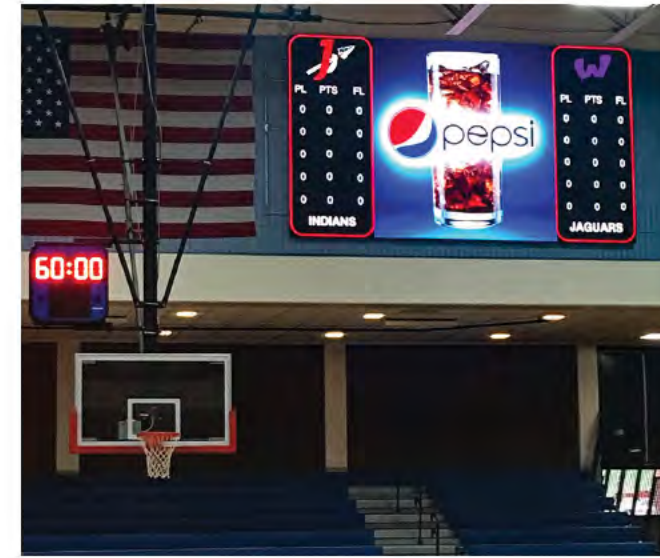
Screen Size: 7' x 20'
Pixel Matrix: 338 x 1,008
Pixel Pitch: 5.9mm
Details: New install, Video Scoreboard, control and scoring systems



Quincy High School Quincy, IL

Screen Size: 10' x 23'
Pixel Matrix: 504 x 1,176
Pixel Pitch: 5.9mm
Details: New Indoor Video Scoreboard, control system, and installation

*"We have had our Formetco indoor digital scoreboard since November 2017. **Our experience from start to finish has been incredible.** We installed a high-resolution indoor screen and the functionality and customer service has been outstanding. **We would highly recommend Formetco Sports.**" - Scott Douglas, Athletic Director, Quincy HS*



Jefferson College Hillsborough, MO

Screen Size: 10' x 19'
Pixel Matrix: 504 x 924
Pixel Pitch: 5.9mm
Details: New install, Video Scoreboard, control and scoring systems

*"We purchased our digital scoreboard in February 2017. Being a state institution, it was a public bid and the winning bidder was Formetco Sports. They were able to install the highest resolution display, with the strongest warranty, and saved us money in the process. **We would strongly recommend Formetco Sports** for these reasons as well as their strong customer service." - Greg McVey, Director of Athletics*



North Hall High School Gainesville, GA

Screen Size: 6'-6" x 11'-6"
Pixel Matrix: 336 x 588
Pixel Pitch: 5.9mm
Details: New install, Video Scoreboard with decorative letters, control system

"Formetco has been an invaluable partner in the design, installation, and implementation of our video board systems. Our video systems have become an integral part of the game day experience for our participants and fans. The installation of Formetco video boards for Lynn Cottrell Field and Courts has provided classroom content and has created powerful real-world technical experiences for students." - Billy Wells, Athletic Director



Birmingham Charter School Van Nuys, CA

Screen Size: 6'-6" x 19'-8"
Pixel Matrix: 336 x 1,008
Pixel Pitch: 5.9mm
Details: New install, Video Scoreboard, control system



Atlanta United FC Soccer Marietta, GA

Screen Size: 13'-2" x 23'-8"
Pixel Matrix: 240 x 440
Pixel Pitch: 16mm
Details: Installation of new Video Scoreboard, full package, sound system, control system



Laurel Park Pikesville, MD

Screen Size: 29'-4" x 55'-7"
Pixel Matrix: 560 x 1,060
Pixel Pitch: 16mm
Details: Installation of new LED Video Screen, removal of the old LED screen, upgraded the existing structure



USC Upstate Soccer Spartanburg, SC

Screen Size: 10'-6" x 20'
Pixel Matrix: 200 x 380
Pixel Pitch: 16mm
Details: Installation of two Video Scoreboards, with control systems
"Formetco has over delivered in every aspect, I recommend Formetco as your next LED Video Screen supplier."
 - Lee Fowler, Athletic Director



Pimlico Race Track Baltimore, MD

Screen Size: 21' x 31'-6"
Pixel Matrix: 400 x 699
Pixel Pitch: 16mm
Details: Installation of new LED Video Screen, removal of the old LED screen, upgraded the existing structure



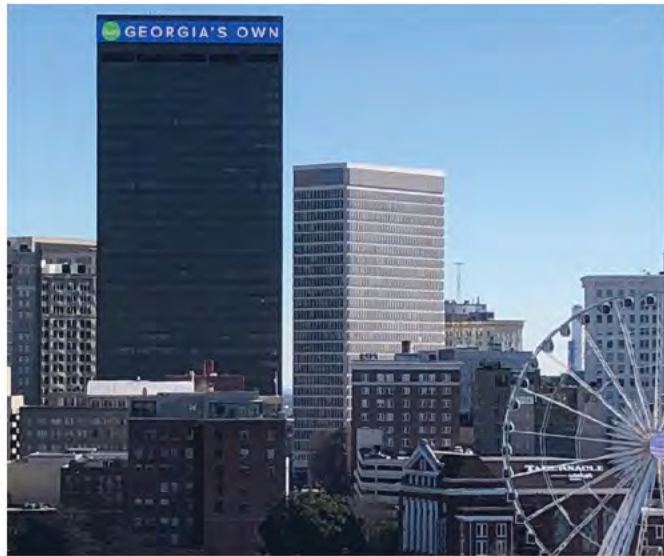
USC Upstate Softball Spartanburg, SC

Screen Size: 9'-6" x 20'
Pixel Matrix: 180 x 380
Pixel Pitch: 16mm
Details: Installation of two Video Scoreboards, with control systems
"We were very happy with the first video scoreboard we purchased for soccer. So, we purchased our Video Scoreboard for softball from them. The staff at Formetco worked really well with us. Our staff really likes how easy their control system is to operate."
 - Lee Fowler, Athletic Director



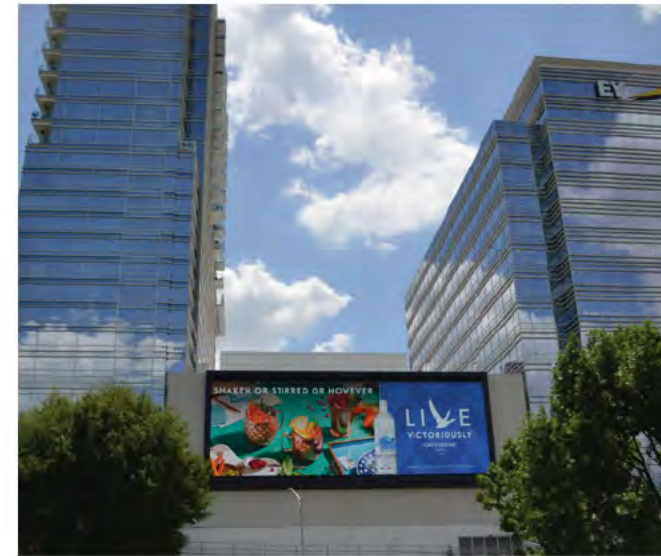
Lakepoint Sporting Community Emerson, GA

Total Size:
Screen Size: 12'-7" x 21'
Pixel Matrix: 192 x 320
Pixel Pitch: 20mm
Details: Installation of 11 Video Scoreboards with control system
"Formetco's product and services are great! They were one of the easiest contractors we have worked with during construction of the first phase of our sports complex and look forward to installing more scoreboards."
 - Gina Evans, Strategy Consulting, LLC



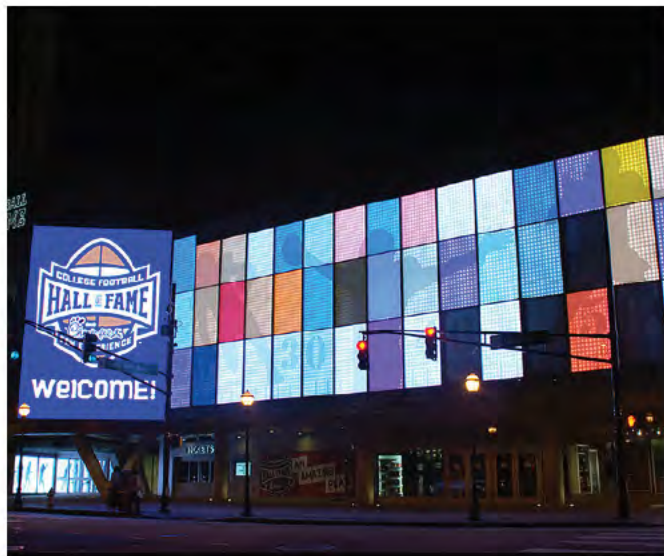
Georgia's Own Credit Union Atlanta, GA

Screen Size: (2) 19'-11" x 173'-2"
 Pixel Matrix: 304 x 2,640
 Pixel Pitch: 20mm
 LED Screens: 6,924 SqFt
 Details: Worked with general contractor and Denyse Sign regarding installation methodology, on-site installation support and LED Screen set up



Allen Plaza Atlanta, GA

Screen Size: 33'-7" x 99'-8"
 Pixel Matrix: 640 x 1,900
 Pixel Pitch: 16mm
 Details: Worked with customers installation contractor, on-site installation support and LED Screen set up



College Football Hall of Fame Atlanta, GA

Screen Size 1:	19' x 34'	Screen Size 3:	34' x 25'
Pixel Matrix:	720 x 1,260	Pixel Matrix:	1,536 x 1,104
Pixel Pitch:	6mm	Pixel Pitch:	6.67mm
Screen Size 2:	8' x 65'		
Pixel Matrix:	112 x 800		
Pixel Pitch:	20mm		

"The most important consideration in your purchase decision for a LED screen is customer support. A lot of companies can make a good LED screen, but the customer support that Formetco brings with their ability to support their products, their responsiveness, flexibility to work within our schedule." - Mike Bilbow, Vice President Content and Production



Cobb County Galleria Marietta, GA

Side Screen Size: 25'-2" x 48'-3"
 Pixel Matrix: 480 x 920
 End Screen Size: 25'-2" x 9'-5"
 Pixel Pitch: 16mm
 Details: Worked with Denyse Sign, on-site installation support and LED Screen set up



The Atlanta Sign Atlanta, GA

Screen Size: 28'-4" x 94'-5"
 Pixel Matrix: 648 x 2,160
 Pixel Pitch: 13.3mm
 Details: Worked with customers installation contractor, on-site installation support and LED Screen set up



Shanklin Media Baltimore, MD

Screen Size: 50'-5" x 42'
 Pixel Matrix: 768 x 640
 Pixel Pitch: 20mm
 Details: Worked with customers installation contractor, on-site installation support and LED Screen set up



Laurel Park Laurel, MD

Screen Size 1: 8'-3" x 73'-6"
 Pixel Matrix: 1,008 x 8,960
 Pixel Pitch: 2.5mm
 Screen Size 2: 1' x 73'
 Pixel Matrix: 144 x 5,760
 Pixel Pitch: 3.9mm
 Details: Fabrication of mounting system, complete system installation



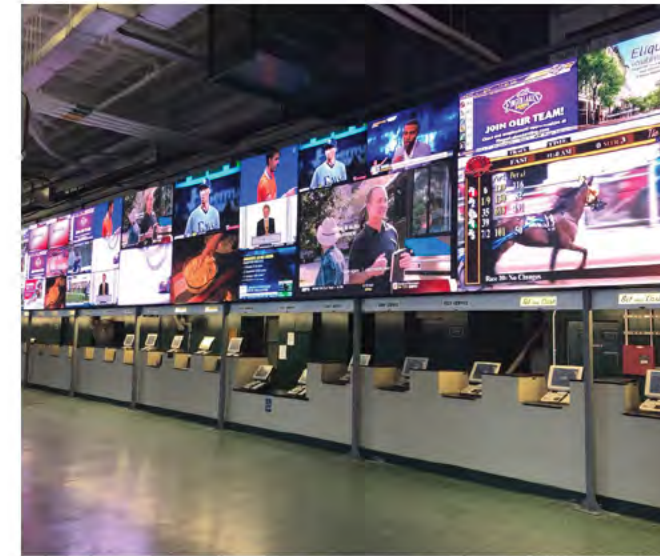
Laurel Park Race Track Pikesville, MD

Screen Size: 8' x 39'
 Pixel Matrix: 1,008 x 3,584
 Pixel Pitch: 2.5mm
 Details: Fabrication of mounting system, complete system installation



College Football Hall of Fame Atlanta, GA

Screen Size: 19' x 34'
 Pixel Matrix: 720 x 1,260
 Pixel Pitch: 6mm
 Details: Fabrication of mounting systems, engineering, computer system and integration
 "These guys are just fantastic. Absolutely I would recommend Formetco!" - Mike Bilbow, Vice President Content and Production



Monmouth Park Sports Book Pikesville, MD

Screen Size: 8'-6" x 73'-6"
 Pixel Matrix: 1,008 x 8,960
 Pixel Pitch: 2.5mm
 Details: Fabrication of mounting system, complete system installation



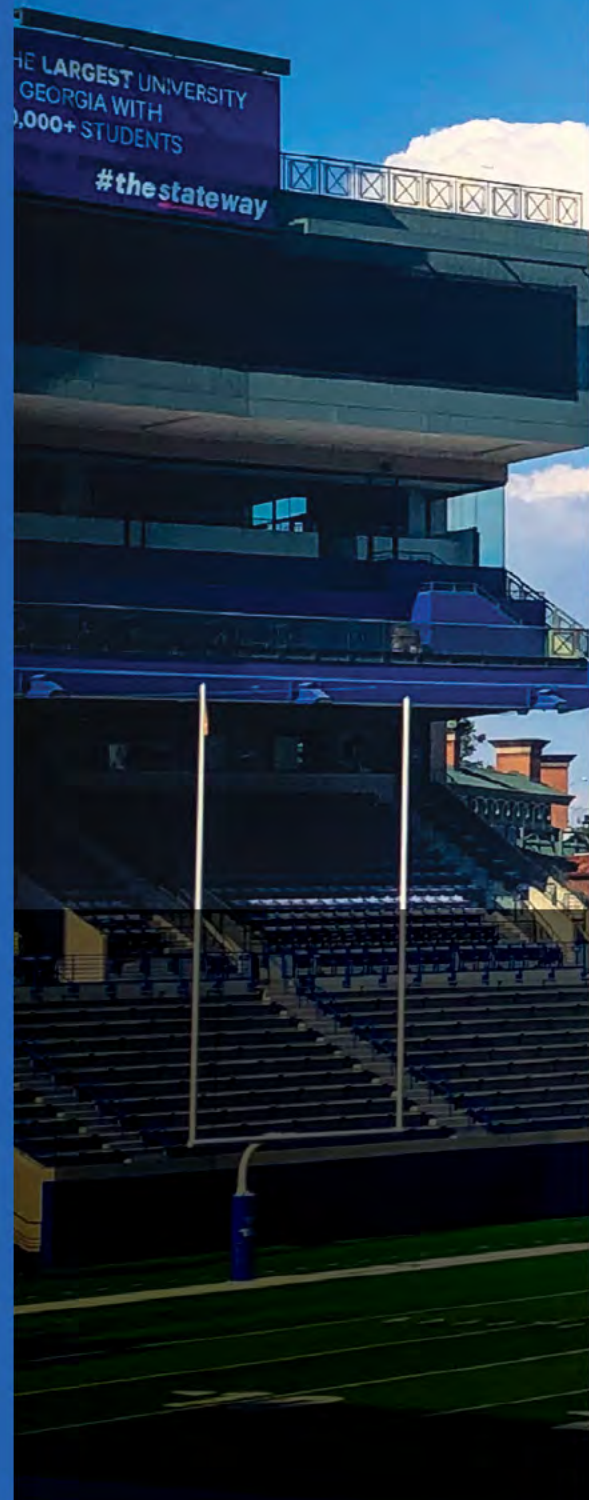
HyVee Arena Kansas City, MO

Screen Size: (2) 8'-3" x 98'-5"
 Pixel Matrix: 486 x 5,760
 Pixel Pitch: 5.2mm
 Details: New install, (2) FSI 5.2mm Video Scoreboards, control and scoring systems, scoring for 12 Basketball Courts



North Gwinnett High School Suwanee, GA

Screen Size: 6'-6" x 11'-6"
 Pixel Matrix: 512 x 896
 Pixel Pitch: 3.9mm
 Details: Installation Video Screen, multi uses student communication, control system



INDOOR · OUTDOOR · SOUND SYSTEMS · CONTROL ROOMS

833-533-7267 | sports@formetco.com | formetcosports.com



Tab 9 Required Documents

Tab 8 Value Added Products and Serv.

Tab 7 Pricing

Tab 6 References

Tab 5 Products and Services

Tab 4 Vendor Profile

Tab 3 Vendor Questionnaire

Tab 2 NCPA Admin Agreement

Tab 1 Master Agreement

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.

- Formetco offers the only 10 year parts and 10 year Brightness warranty on our FTX products

- Formetco's Network Operating Center (NOC) is one of a kind with 365 days a year and 7 days a week support for our customers is second to none

Tab 9 – Required Documents

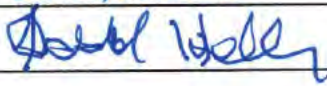
- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Funds Certifications
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Tab 1 Master Agreement
Tab 2 NCPA Admin Agreement
Tab 3 Vendor Questionnaire
Tab 4 Vendor Profile
Tab 5 Products and Services
Tab 6 References
Tab 7 Pricing
Tab 8 Value Added Products and Serv.
Tab 9 Required Documents

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	<u>Formetco, Inc.</u>
Print Name	<u>Todd Heller</u>
Address	<u>2963 Pleasant Hill Road</u>
City, State, Zip	<u>Duluth, GA 30096</u>
Authorized signature	<u></u>
Date	<u>10/29/2020</u>

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 statues 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.

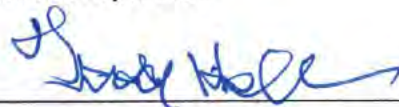
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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



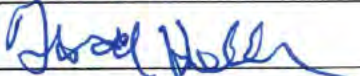
Date

10/29/2020

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	<u>Formetco, Inc.</u>
Address	<u>2963 Pleasant Hill Road</u>
City/State/Zip	<u>Duluth, GA 30096</u>
Telephone No.	<u>770-476-7000</u>
Fax No.	<u>770-476-0315</u>
Email address	<u>toddh@formetco.com</u>
Printed name	<u>Todd Heller</u>
Position with company	<u>Vice President</u>
Authorized signature	<u></u>

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 effected 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.

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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)).

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Tab 2 NCPA
Admin Agreement

Tab 3 Vendor
Questionnaire

Tab 4
Vendor Profile

Tab 5 Products and
Services

Tab 6
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Documents

- 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.

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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.

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State Notice Addendum

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

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

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

https://www.usa.gov/local_governments