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Hi-Line Electric Co. Inc.  
2121 Valley View Lane  
Dallas, Texas 75234

November 5, 2018

Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

Dear Region 14 Education Service Center:

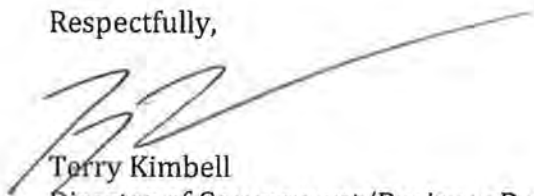
Hi-Line Electric Co., Inc (Hi-Line, Inc.) takes pleasure in submitting for the National Cooperative Purchasing Alliance's (NCPA's) RFP for MRO Products and Service (RFP # 24-18).

Hi-Line, Inc. understands that NCPA is searching for an agreement between vendors and agencies that will reduce the burden of 'price shopping', multiple proposals, and the administrative and overhead cost that will result in a cost savings and increase in productivity.

Hi-Line, Inc. has a vast amount of experience in partnering with customers of cooperatives, and have had great praise from our customers from the service we provide along with our products. While Hi-Line, Inc. is a small business we take pride in everything we do and we take great strides in meeting the demands of our customers. We have been around for 60 years and have found that every customer is different but three things remain the same. The customer wants someone they can trust, someone that has the part they need, and someone to make their life easier. This is what Hi-Line, Inc. sets the standard above all competitors, we set our schedule based on the customer, we drive a mobile store, and we inventory, clean, and organize to help the customer.

We want to thank NCPA for the opportunity and we look forward to doing business with you in the near future. If you have any questions, please do not hesitate to call me at 972.247.6200 ext. 115.

Respectfully,



Terry Kimbell  
Director of Government/Business Development

# National Cooperative Purchasing Alliance

MRO Products and Services

Request for Proposal

Solicitation #: 24-18

November 2018

Disclaimer: All of the information contained herein is proprietary and confidential information belonging to HI-LINE, INC. and should only be used for the purpose of evaluating HI-LINE, INC.'s submission. Nothing contained herein may be disclosed to any third party without HI-LINE, INC.'s express written consent.

Submitted By:

**Hi-Line Electric Co., Inc**

Terry Kimbell

Director of Government/Business Development

972-247-6200 ext. 115

Tkimbell@Hi-Line.com



# Request for Proposal (RFP) for MRO Products and Services

Solicitation Number: 24-18

Publication Date: Tuesday, October 2<sup>nd</sup>, 2018

## Notice to Respondent:

Submittal Deadline: Tuesday, November 13<sup>th</sup>, 2018 2:00 pm CST

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Tuesday, November 6<sup>th</sup>, 2018. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

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

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

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by  
Region 14 Education Service Center

For

MRO Products and Services

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 24-18

**NCPA**

**National Cooperative Purchasing Alliance**

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# Introduction / Scope

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

# Instructions to Respondents

## ◆ Submission of Response

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

## ◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

## ◆ Binder Tabs

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

## ◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From:	Terry Kimbell
Company:	Hi-Line Electric Co. Inc
Address:	2121 Valley View Lane
City, State, Zip:	Dallas, Texas, 75234
Solicitation Name and Number:	RFP for MRO Products and Services Solicitation # 24-18
Due Date and Time:	November 13, 2018/ 2:00 PM CST

# Tab 1 – Master Agreement

## General Terms and Conditions

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### ◆ Customer Support

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

### ◆ Disclosures

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

### ◆ Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to 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
  - Vendor will offer F.O.B. destination via UPS Ground to the contiguous 48 states and Washington DC., F.O.B. destination via UPS Ground, (Small Parcel only) to AK, HI, and PR. Other Overseas deliveries are available. Hazardous materials will not be shipped to Alaska or Hawaii or exported outside of the contiguous United States.

#### ◆ **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

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

◆ **Contract Administration**

- The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

◆ **Contract Term**

- The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to 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.

# Evaluation Criteria

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## ◆ 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.

## ◆ 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

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

Prices are guaranteed: **120 days**

Company name	Hi-Line Electric Co. Inc
Address	2121 Valley View Lane
City/State/Zip	Dallas/Texas/75234
Telephone No.	972-247-6200
Fax No.	972-247-5307
Email address	Tkimbell@Hi-Line.com
Printed name	Terry Kimbell
Position with company	Director of Government/Business Development
Authorized signature	



## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 3, 2018, by and between National Cooperative Purchasing Alliance (“NCPA”) and Hi-Line Electric Co. Inc (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 3, 2018, referenced as Contract Number 02-63, 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 MRO 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 though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.



- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.
- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or 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 underreporting 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.

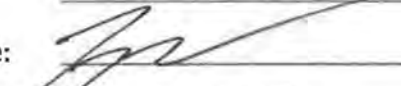


- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses 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 3, 2018

**Vendor:** Hi-Line Electric Co. Inc

Name: Terry Kimbell  
Title: Director of Gov./Bus. Development  
Address: 2121 Valley View Lane  
Dallas, Texas 75234  
Signature:   
Date: November 6, 2018



# 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)

- Hi-Line, Inc takes pride in servicing our customers and having a face to face conversation as we restock, inventory, and clean the customers product location. We feel as though a customer should be focused on their business and their customers not on the parts they need to operate. That is why we have a mobile store that is stocked with 3-4,000 of the most commonly used parts that is continuously updated based on the inventory that is used from that store, this allows us to restock the customer immediately. These stores are owned and operated by Territory Managers that go through a four-week course on product knowledge, they are also supported by a team of sales managers, customer support staff, and other Territory Managers with over 300 years of combined product knowledge and experience.
- Hi-Line, Inc currently has over ninety Territory Managers across the United States to service our customer base and their needs. When meeting a customer for the first time a Territory Manager will setup a tentative schedule based on what the customer wants, that schedule will change based on how much product the customer is using because no customer will ever use the same amount of product and since Hi-Line, Inc takes pride in not over stocking a customer and only stocking what they need we develop a schedule with the customer based on their usage. Unlike our competitors our Territory Managers are available 24/7/365 days a year for their customers, so if a problem comes up on Christmas Day someone will always be there to support them.
- In the event Hi-Line, Inc does not have a Territory Manager in the location of a customer we have two option. If the customer is in relevant proximity of another manager's location we can coordinate for them to cover the customer or we can ship the product to the customer from our distribution center in Dallas, Texas. Hi-Line, Inc offers Same-Day Shipping Guarantee with a 99% ship rate, if a qualified order is placed for an in-stock item by 2PM, CST. Orders placed on Fridays and weekends or holidays will be shipped on the next regular business day. This guarantee does not cover, and Hi-Line, Inc, Inc shall not be held responsible for strikes, riots, severe weather conditions, acts of God, or any other forces beyond the reasonable control of Hi-line, Inc., shipments and back ordered items, replacement orders, and new accounts (first order).
- Hi-Line, Inc will offer F.O.B. destination via UPS Ground to the contiguous 48 states and Washington DC., as well F.O.B destination UPS Ground (Small Parcel Only) to AK, HI, and PR. Shipping to other overseas countries is available on a case by case bases. The transit times are based upon UPS' committed delivery times, which can range from 1-7 days depending on the location of the business. Under no circumstance will hazardous material be shipped to Alaska, Hawaii or exported outside of the contiguous United States.

**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 Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" 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 Dallas, State of Texas

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input checked="" 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: Rhonda Reyes  
Title: Accounts Receivable Manager  
Company: Hi-Line Electric Co. Inc  
Address: 2121 Valley View Lane  
City: Dallas State: Texas Zip: 75234  
Phone: 972-247-6200 Email: RReyes@Hi-Line



▪ Purchase Orders

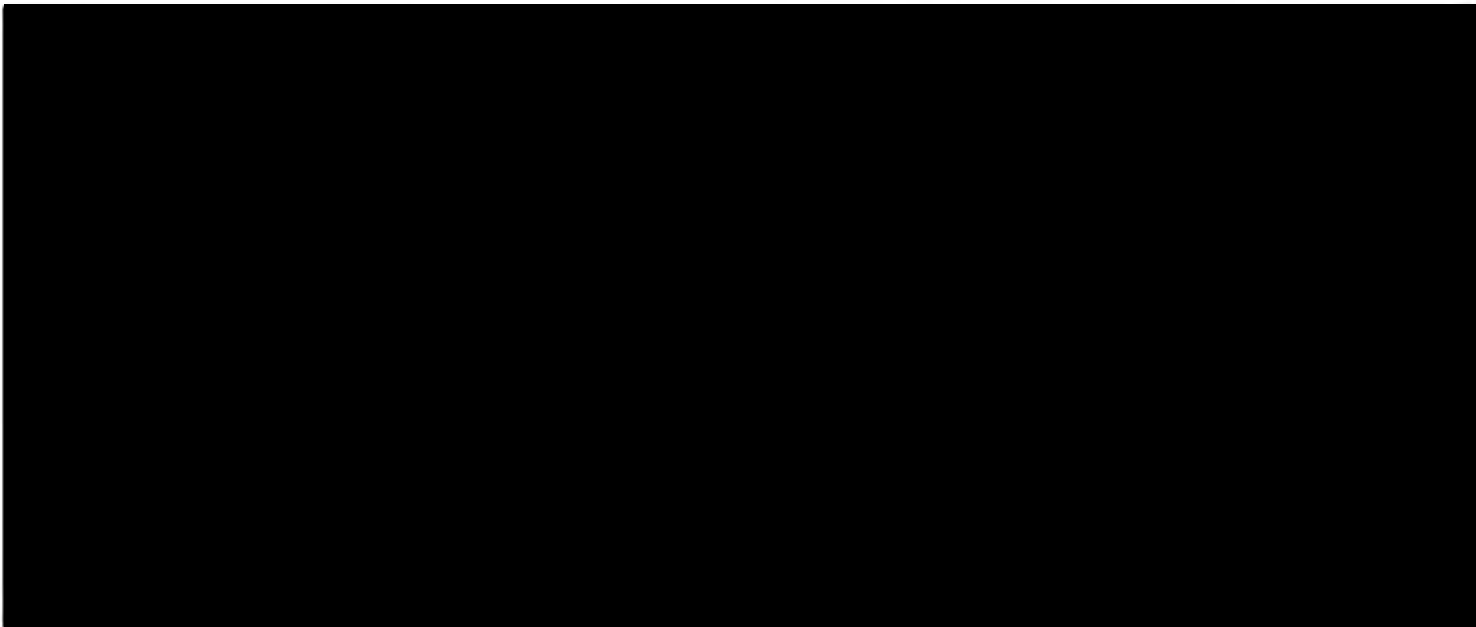
Contact Person: Angie Hartsburg  
Title: Customer Accounting Manager  
Company: Hi-Line Electric Co. Inc  
Address: 2121 Valley View Lane  
City: Dallas State: Texas Zip: 75234  
Phone: 972-247-6200 Email: Ahartsburg@Hi-Line.com

▪ Sales and Marketing

Contact Person: Tim Eshelman  
Title: Customer Support Manager  
Company: Hi-Line Electric Co. Inc  
Address: 2121 Valley View Lane  
City: Dallas State: Texas Zip: 75234  
Phone: 972-247-6200 Email: \_\_\_\_\_

◆ 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



# Tab 4 – Vendor Profile

Please provide the following information about your company:

◆ **Company’s official registered name.**

- Hi-Line Electric Co., Inc D/B/A Hi-Line, Inc.

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

- Hi-Line, Inc is a \$30 million nationwide distributor of maintenance, repair, operating (MRO) products to commercial, industrial, government, and educational entities throughout the United States. Hi-Line, Inc. Electric was founded in 1959 by a World War II Marine, veteran that recognized a genuine need in the market place for inventory management and timely, direct delivery of quality electrical and mechanical maintenance products. His solution was to take the store and the service to the customer. At this time Hi-Line, Inc. primarily sold electrical connectors and very few screws.
- With the help of his sons each night J.P. Sheaffer would load his station wagon with product, so the next day he could manage and restock the inventories of the customers in the Dallas/Ft. Worth area. Over the last 60 years Hi-Line, Inc. has grown from J.P.'s garage to being an established corporation in 1970 and currently employing over 90 Territory Managers across the United States and stocking more then 100,000 products that we make available to our customers 24/7/365.

- Below you see a few milestones for Hi-Line, Inc.

1959	Hi-Line, Inc. Electric is Founded by J.P. Sheaffer Marine WWII veteran	2005	1 <sup>st</sup> TXMAS Contract Award
1970	Hi-Line, Inc. is Incorporated	2009	1 <sup>st</sup> CMAS Contract Award
1970	1 <sup>st</sup> Catalogue Created with est. 5,000 parts.	2011	Hi-Line, Inc. sales product to the Government on DOD eMall
1980	Hi-Line, Inc. relocated Valley View Lane to a larger warehouse	2013	Hi-Line, Inc. developed its eCommerce Website with over 30,000 stocked parts
1985	Mike Sheaffer becomes the President of Hi-Line, Inc.	2018	1 <sup>st</sup> TIPS Contract Award
2003	1 <sup>st</sup> GSA Contract Award (GS-06F-0065N)	2018	Developed smart phone App for iPhone and Android Users

◆ **Company’s Dun & Bradstreet (D&B) number.**

- Hi-Line Inc.'s Dun & Bradstreet number is 004999561



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

Title	Name
President	Mike Sheaffer
CFO	Brian Grzymkowski
VP Sales	Chris Cunningham
Director of Gov./Bus Development	Terry Kimbell
Customer Accounting Manager	Angie Hartsburg
Customer Service Manager	Tim Eshelman

- ◆ Corporate office location.

- 2121 Valley View Lane  
Dallas, Texas 75234

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

AL	1	IL	4	MN	0	NM	2	TX	15
AZ	1	IN	1	MS	0	NY	2	UT	1
AR	2	IA	0	MO	2	OH	3	VT	0
CA	10	KS	2	MT	0	OK	3	VA	2
CO	2	KY	1	NC	2	OR	3	WA	4
CT	1	LA	2	ND	0	PA	3	WV	0
DE	0	ME	1	NE	1	RI	0	WI	0
FL	5	MD	2	NV	1	SC	2	WY	0
GA	4	MA	1	NH	0	SD	0		
ID	1	MI	3	NJ	1	TN	3		

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

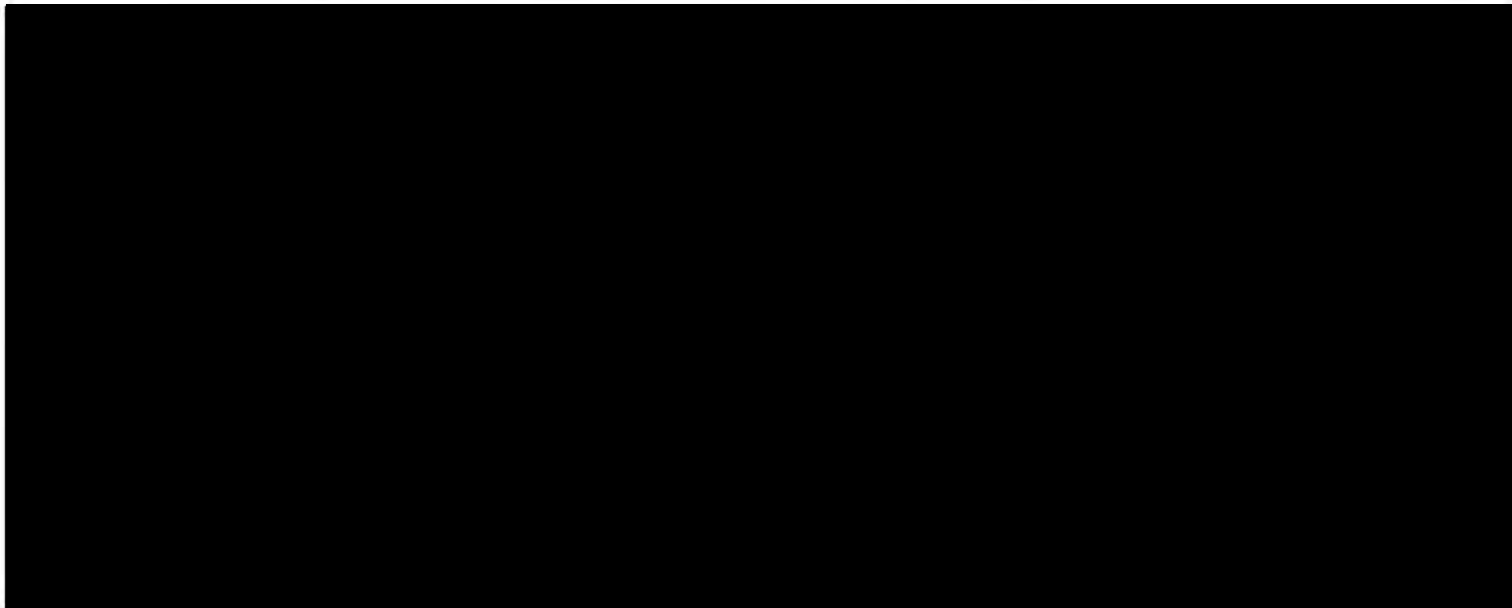
Director of Government/Business Develop	
Contact Person	Terry Kimbell
Address	2121 Valley View Lane
City/State/ Zip	Dallas, Texas 75234
Phone/Email	972-247-6200, ext. 115/ TKimbell@Hi-Line.com



Customer Accounting Manager	
Contact Person	Angie Hartsburg
Address	2121 Valley View Lane
City/State/ Zip	Dallas, Texas 75234
Phone/Email	972-247-6200, ext. 155/ AHartsburg@Hi-Line.com
Customer Service Manager	
Contact Person	Tim Eshelman
Address	2121 Valley View Lane
City/State/ Zip	Dallas, Texas 75234
Phone/Email	972-247-6200, ext. 171/ TEshelman@Hi-Line.com

◆ **Define your standard terms of payment.**

- We accept the following:
  - Visa/Master-card/American Express
  - Purchase Order
  - P-Card
  - Check
  - Cash
- Non-Credit Card Payments Available for 2% 10 Net 30 Terms
- New Business Customers qualify for \$500 credit minimum



◆ What differentiates your company from competitors?

- We bring both the service and store to the customer. With our nationwide network of mobile industrial hardware stores, we not only give the customer access to over 100,000 MRO items, we backup our products with unsurpassed product knowledge and inventory management services.
- Our mobile stores are operated by Territory Managers who provide personalized, on-site service with the products they sale. They are highly trained with detailed knowledge of our entire product line. As experts in inventory management, our Territory Managers ensure you have the right part for the job and the parts you need will be there—when you need them. We don't want our customers to take time off the production floor to research parts, we want them to rely on us to do that for them. Let us find the parts, let us stock what you need and let the customer worry about their business that is what Hi-Line, Inc. wants. With the Hi-Line, Inc. service there is less time spent worrying about of running out of the parts, less time spent finding what you need, less time doing an inventory, and less time putting parts away. By the way this is a free service Hi-Line, Inc. offers to their customers because we take pride and ownership in what we do.
- Hi-Line, Inc.'s Advantage:
  - We bring the store to you
  - We provide on-site product experts
  - We deliver high-quality products from American manufacturers
  - We offer free inventory management service
  - We guarantee our products with our 100% return or exchange policy
  - We give you 24/7/365 accessibility for just-in-time deliveries
- One more thing we do that our competition can not do is our custom back plates for the kits. Beyond the fact that we can create just about any custom kit a customer wants, we can then create a custom back-plate with their company logo, pictures of all the components inside and all parts numbers. The other thing our competitors cannot do is guarantee a 24 hour turn around time on the back-plate order. When a customer wants a Hi-Line, Inc. setup then we want them to have a crisp clean Hi-Line, Inc. setup. This includes the clean bins, the organization, and custom back plates that will make the customer smile when they see it.



**WCHC**

WASHINGTON COUNTY  
HOSPITAL AND CLINICS

Customer Name: WASHINGTON COUNTY HOSPITAL

Assortment: CRIMP-N-SEAL CONNECTORS #CNSK

Order # \_\_\_\_\_

Territory Manager: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: @hi-line.com

Toll Free Number: 1-800-944-5463

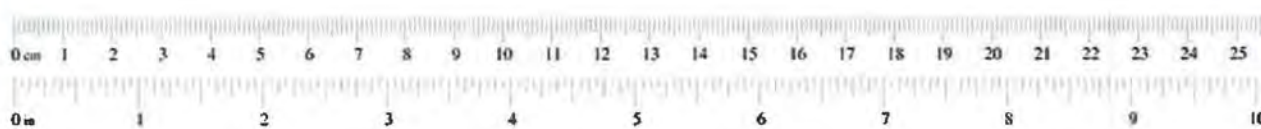
www.hi-line.com

Back of Drawer

 250 RECEPTACLE 22-18 GA CRIMP 'N' SEAL KT1505 	 1/4" TAB 22-18 GA CRIMP 'N' SEAL KT1516 	 250 RECEPTACLE 16-14 GA CRIMP 'N' SEAL KT1488 	 1/4" TAB 16-14 GA CRIMP 'N' SEAL KT1498 	 250 RECEPTACLE 12-10 GA CRIMP 'N' SEAL KT1526 	 250 TAB 12-10 GA CRIMP 'N' SEAL KT1536 
 #10 RING 12-10 GA CRIMP 'N' SEAL 3C4676 	 1/4" RING 12-10 GA CRIMP 'N' SEAL 3C7726 	 3/8" RING 12-10 GA CRIMP 'N' SEAL 3C2488 	 #10 FORK 12-10 GA CRIMP 'N' SEAL 3C4966 	 8 to 12-10 STEP DOWN BUTT CRIMP 'N' SEAL 6DC6812 	 BUTT SPLICE 12-10 GA CRIMP 'N' SEAL 3C1616 
 #10 RING 16-14 GA CRIMP 'N' SEAL 3E2176 	 1/4" RING 16-14 GA CRIMP 'N' SEAL 3E2186 	 5/16" RING 16-14 GA CRIMP 'N' SEAL 3B4646 	 3/8" RING 16-14 GA CRIMP 'N' SEAL 3B4766 	 #10 FORK 16-14 GA CRIMP 'N' SEAL 3B9066 	 BUTT SPLICE 16-14 GA CRIMP 'N' SEAL 3B9126 
 #8 RING 22-18 GA CRIMP 'N' SEAL 3A2366 	 #8 RING 22-16 GA CRIMP 'N' SEAL 3A9906 	 #10 RING 22-18 GA CRIMP 'N' SEAL 3A2146 	 1/4" RING 22-18 GA CRIMP 'N' SEAL 3A8496 	 #8 FORK 22-18 GA CRIMP 'N' SEAL 3A2396 	 BUTT SPLICE 22-18 GA CRIMP 'N' SEAL 3A8186 

Front of Drawer

PB24 Not all product is to scale.



- ◆ Describe how your company will market this contract if awarded.
  - Working with the NCPA marketing team we will develop the best plan to pass out the information about the contract that will best benefit the members. Below are some of the ideas that as a company we could possibly do.
    - NCPA Logo/Link on the Hi-Line Website that would link customer to the sign-up page for Non-Members.
    - NCPA Logo on our Highly publicized Mobile App
    - NCPA Logo on Mobile Stores for all of the public to see. (Case by Case)
    - Flyer's, Brochures mailed out to our Territory Managers
    - Webinar's/Seminar's held with Sales Managers to brief the details to new contract
    - Emails, mail-outs, brochures to current customers to inform them of the new contract to inform them of the new benefits and how it be advantageous to them.
- ◆ Describe how you intend to introduce NCPA to your company.
  - The first thing we would do is to sit down as a management team to ensure that we are aligned in the Terms and Conditions of the contract. Then each Divisional Sales Manager will conduct sales a meeting (via, phone, zoom, Skype, etc.) with his sales team to pass on the information. Following the sales meeting the contracting officer will also produce an email with information about the contract and member to send out to the company. While this is taking place, we will also develop line cards as a guideline to help the Territory Managers as a reference which will then be mailed out to all of them.
  - As the sales managers and the contracting officer travel to do ride along with the Territory Managers (TM) they will follow-up with the information they spoke about previously. This will help to refresh the TM's of the contract and the opportunities it gives them.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
  - Web Capabilities
    - Our full-featured, easy-to-use e-commerce web site <http://www.hi-line.com>, has been servicing our customers for over 5 years. Our on-line ordering capabilities augments our 90 plus mobile hardware stores across the country that provide 24/7/365 access to our catalog of more than 100,000 products. With Hi-Line,Inc., a customer can place an order on-line and our mobile store can have that order delivered within the hour, if that customer is within a territory of a local Territory Manager (TM). That is a service no competitor can offer. If the customer is not within a local TM's territory and the part is order prior to 2 PM (CST) the part will be shipped the same day.
      - Web Search Design
        - Multiple search options from narrow options to specific search criteria
        - Our site is organized with over 200 categories and subcategories
        - Categories are full search-able from the main search bar at the top of every page.
        - Each category page is then broken up into product groups ( all Zinc-plated, Phillips, flat head machine screws, all Zinc-plated, flat-head machines screws, etc.)
    - Online Phone Support: 1-800-723-9010
      - Customer Service from 7 AM to 7 PM (CST)

#### ◆ Ordering System

- In order to from the website, they first need to register but once registered the customer is able search through 100,000 SKU's in our on-line catalog and make a shopping list. Our full-featured site includes the ability to:
  - Visa, Master Card, or American Express credit cards.
  - Customers and their managers can track orders and order history by calling our customer service.
  - Large high resolution images helps ensure you purchase the right product.
  - Conveniently save products to procurement lists to aid reorder.
  - Instant delivery through our nationwide network of mobile industrial hardware stores.
  - Same day processing of most orders (orders placed prior to 2 PM (CST))

#### ◆ Mobile App

- As of 2018, we have developed a mobile application like no other. It is constantly updating when the user opens the app so that they have the most up-to-date products, specials, SDS sheets, and How-to- Videos, another great feature that we implemented into the app is that it can be used off-line as well so a customer can search for a product whenever and where ever they may be. One of the last major features that our current customers love is the shopping list. This not a shopping cart like you see in Amazon or Wal-Mart were you have to purchase things but instead you go on the app and make a list of items you need or want and it syncs to the local TM that you selected or assigned in the app. That TM will then bring those items on their next visit so the customer will have them immediately. This is extremely helpful for those items that are not commonly used or something new that customer is wanting to purchase.

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

- Hi-Line, Inc. is a unique company in the fact that we have one customer service department and one distribution center but we have more then ninety Territory Managers based all over the United States that have local storage facilities and drive a mobile store that make us available to our customers 24/7/365 days a year. So even though our customer service department and distribution center are only open Monday to Friday, 7 A.M. to 7P.M. CST, there is likely a local Territory Manager that can be called to supply any part a customer may need, whenever they may need it.

#### ◆ Green Initiatives

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

- ◆ Hi-Line currently has several green initiatives in place to lesson our carbon impact on the environment and we are looking at additional ways to improve and reduce our impact on the environment. Some of the things that Hi-Line has already initiated and put in place are listed below:

- We have switched over 95% of our lighting from incandescent lighting to LED to not only consume less electricity but also to extend the life cycle of the bulbs which in turn creates less waste over time.
- We installed a cardboard compactor 2 years ago so that we could recycle all of our used boxes from our DC.
- Our IT department collects used toner cartridges and sends them in on a recycling program to refill and reuse.
- We do not use Styrofoam at all for packaging, we use plastic padded pillows and packing paper which can both be recycled by our customers.
- We replaced our large copiers over 12 months ago and installed New Energy Saver Network copiers that turn off when not in use. They also can be used to scan and fax documents thereby cutting out the need for stand-alone machines thus reducing our carbon impact by reducing how many items we have plugged in.
- We use Safety Kleen for the removal of our old and/or used aerosol products to make sure Hi-Line is staying in the guidelines of all regulatory compliance standards.
- Every work space at Hi-Line has a red bin for paper shredding and recycling. We try to only print when necessary, but once we are done we put it in the recycling bin which is collected every Thursday.
- We just signed a contract with a new janitorial company that uses Eco-friendly cleaners at our facility.

- ◆ **Vendor Certifications (if applicable)**

- Does not apply to Hi-Line, Inc.

# 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) MRO Products and Services categories. List all categories along with manufacturer that you are responding with:

<b>Abrasives</b>		<b>Fasteners</b>	
3M	COLE HERSEE	AERO FASTENERS	NORD-LOCK
M.K. MORSE	GE		
UNITED ABRASIVES	PETERSON	<b>Fuses and Accessories</b>	
WEILER	SYLVANIA	BUSSMANN	POSI-LOCK
Bulbs and Switches	TE CONNECTIVITY	LITTLEFUZE	
BUSSMANN			
<b>Adhesives, Chemicals, Cleaners, and Penetrants</b>		<b>Fluid Power, Hoses, Fittings, and Valves</b>	
3M	E-A-R	AERO FASTENERS	J.J. O'CONNELL CO.
CLEE AND ASSOCIATES CORP.	KIDDE	Alemite	McMurray Metals
CRC	Lexa	Anvil	Milton
DRILLCO	Light Vision	Astro-Tex	MSI
DYKEM®	Master Lock	AUTO-VEHICLE PARTS CO.	Parker
Dynatex®	Mechanix Wear®	BREEZE	Prevost
Henkel Loctite	Memphis®	BRENNAN INDUSTRIES	ROCKAUTO.COM--CC
King®	PDI	CAPLUGS	SAE PRODUCTS
Krylon®	SecureFit	Eaton Weatherhead	STAR SALES SERVICE
LPS	SEE CLEAR®	ESSENTRA	Stuart Hose & Pipe
Lubriplate	SemperForce®	GF&D SYSTEMS	Tompkins Industries
MSC	Virtua	H&D DISTRIBUTORS	Velvac
CERTIFIED SAFETY MFG., INC.	Zorb-IT		
CONNEY SAFETY		<b>Hand Tools</b>	
		ACT	IRWIN
		APEX	KLEIN TOOL
<b>Cabinetry, Assortment, and Storage</b>		APPLIED MAGNETS	THOMAS AND BETTS
BULL METAL	HOUT	EATON	VELVAC
DURHAM	PACKAGING SUPPLY.CO	IDEAL INDUSTRIES	
		<b>Heat Shrink Tubing/Safety and Protection</b>	
		3M	Brady
		Ammex Corp	BX
<b>Cable Ties and Mounts</b>		<b>Shop Supplies</b>	
ACT	T&B	ALLWAY TOOLS	KLEIN TOOL
CLEE AND ASSOCIATES	TAILOR MADE PRODUCTS, INC	BAYCO	MUELLER
PANDUIT		DURACELL	NIGHTSTICK
		ENERGIZER	ORS NASCO
		FLUKE	PETERSON
		ITW PRO BRANDS	SOLDER-IT
<b>Chains and Straps</b>		<b>Tapes</b>	
VELVAC		3M	Quality Care
		Peterson	TEX-WHIZ®
		ORS Nasco	WD-40
<b>Cutting Tools</b>		<b>Vehicle Light</b>	
BLACK & DECKER	MINNESOTA TWIST DRILL	BUSSMANN	PETERSON
DRILLCO	NITRO	Cole Hersee	POWER & SIGNAL GROUP
IRWIN TOOLS	TRIUMPH TWIST DRILL	COOPER BUSSMANN	TRUCK-LITE
M.K. MORSE	VIKING DRILL	LITTELFUSE	Velvac
MAGNUM		NOVITA TECHNOLOGIES	
<b>Electrical Supplies</b>		<b>Wire and Cable Wire Management</b>	
3M	MIDSUN SPECIALTY PRODUCTS	BUSSMANN	THOMAS & BETTS
AMERICAN ELECTRICAL	NICHIFU AMERICA	ESSENTRA	WALDOM ELECTRONICS
BURNDY LLC	MOLEX	FLEXO	WAYTEK, INC.
DELPHI	MOLEX	FTZ INDUSTRIES	WIRTHCO ENGINEERING INC.
ECO-MAX®	OPTI-SEAL	PANDUIT	
FTZ INDUSTRIES	PHILMORE		
GORILLA NUTS	POSI-LOCK		
HEILIND ELECTRONICS	POWER & SIGNAL GROUP		
HILLSDALE TERMINAL	POWERPLUG®		
HOFFMAN PRODUCT	QUICK CABLE		
IDEAL	S B INDUSTRIES		
ILSCO	TE CONNECTIVITY		
KING INNOVATION	THOMAS & BETTS		
LADD INDUSTRIES	Velcro		
MARINCO			

## Tab 7 – Pricing

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- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
  
- ◆ Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities
  
- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
  
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.



## Tab 8 – Value Added Products and Services

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- ◆ 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.
  - Hi-Line, Inc. bring both the service and store to you. With our nationwide network of mobile industrial hardware stores, we not only give you access to over 100,000 MRO items, we backup our products with unsurpassed product knowledge and inventory management services.
  - Our mobile stores are operated by Territory Managers who provide personalized, on-site service with the products they sell. They are highly trained with detailed knowledge of our entire product line. As experts in inventory management, our Territory Managers ensure you have the right part for the job and the parts you need will be there—when you need them. We don't want our customers to take time off the production floor to research parts, we want them to rely on us to do that for them. Let us find the parts, let us stock what you need and let the customer worry about their business that is what Hi-Line, Inc. wants. With Hi-Line, Inc. there is less time spent worrying about of running out of the parts, less time spent finding what you need, less time doing an inventory, and less time putting parts away. By the way this is a free service Hi-Line, Inc. offers to their customers because we take pride and ownership in what we do.
  - Hi-Line, Inc.'s Advantage:
    - We bring the store to you
    - We provide on-site product experts
    - We deliver high-quality products from American manufacturers
    - We offer free inventory management service
    - We guarantee our products with our 100% return or exchange policy
    - We give you 24/7/365 accessibility for just-in-time deliveries
  - One more thing we do that our competition can not do is our custom back plates for the kits. Beyond the fact that we can create just about any custom kit a customer wants, we can then create a custom back with their company logo, pictures of all the components inside and all parts numbers. The other thing our competitors cannot do is guarantee a 24 hour turn around time on the back-plate order. When a customer wants a Hi-Line, Inc. setup then we want them to have a crisp clean Hi-Line, Inc. setup. This includes the clean bins, the organization, and custom back plates that will make the customer smile when they see it.
  - On top of the high quality American made products and top of the line service a customer gets from Hi-Line, Inc. We also provide training to our customers, (at no charge) on how to properly use our products. We do this because we want our customers to know that we are there to for them not to just sell them a product but to build a relationship based on trust.



# HI-LINE CAPABILITY STATEMENT

America's Mobile Industrial Hardware Store™



Hi-Line, Inc. | Home Office & National Distribution Center 2121 Valley View Lane, Dallas, TX 75234  
 P: (972) 247-6200 / (800) 944-5463 | F: (972) 723-9111

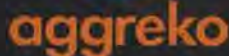
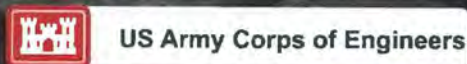
## OVERVIEW

Hi-Line was founded in 1959, by J.P. Sheaffer (a WWII Marine veteran), when he recognized a genuine need in the industrial marketplace. He noticed that businesses were in need of inventory management and timely, direct delivery of high-end electrical, hydraulic, pneumatic and mechanical maintenance products. His solution?

**Take the store and the service to the customer.**

Hi-Line, Inc. is America's Mobile Industrial Hardware Store™. We are a nationwide distributor and service provider of MROP parts and supplies. Hi-Line's highly trained Territory Managers operate fully stocked mobile stores and are equipped to serve the needs of transportation, aviation, facilities maintenance, aerospace, medical, military, marine, power generation, manufacturing, federal/local government and heavy equipment industries.

## SUPPORTED CUSTOMERS



## WHAT MAKES HI-LINE DIFFERENT

- Mobile Industrial Hardware Stores
- Nation wide inventory management services
- "No questions asked" product return policy
- American made products 
- 24/7/365 Availability
- On-site product training
- Inventory management to your specifications & guidelines



- Parts area optimization
- Local representatives that learn your business

## HI-LINE'S CORE VALUES

### HIGH-END PRODUCTS

We provide the highest quality products available and provide American made products available.

### WORLD CLASS SERVICE

Hi-Line's Territory Managers maintain your inventory levels, along with keeping your parts area clean, organized and efficient.

### INTEGRITY

Hi-Line's Territory Managers are local, learn your business, earn your trust and offer a no questions asked product return policy.

## PRODUCT LINES WE SERVICE

- |                          |                   |                    |
|--------------------------|-------------------|--------------------|
| • Electrical             | • Wire and Cable  | • Hand Tools       |
| • Fasteners and Hardware | • Wire Management | • Fuses            |
| • Fluid Power            | • Chemicals       | • Cabinetry        |
| • Abrasives              | • Shop Supplies   | • Vehicle Lighting |
| • Safety and Protection  | • Cutting Tools   | • Tapes            |

## WHO MANUFACTURES OUR PRODUCTS?



DUNS Number: 00-499-9561 • CAGE Code: 0A050 • GSA Number: GS-06F-0065N  
 TXMAS: 5-51V30 • CMAS: 4-13-51-0035A • DoD eMail: SPM7W1-12-D-E007

**AMERICA'S MOBILE INDUSTRIAL HARDWARE STORE**

® Nation Wide Inventory Management Services



High-End Products • World Class Service • Integrity



Hi-Line, Inc. | Home Office & National Distribution Center 2121 Valley View Lane, Dallas, TX 75234  
 P: (972) 247-6200 / (800) 944-5463 | F: (972) 723-9111

SHRINK TUBING



TOOLS



TAPE



FUSES/HOLDERS



CUTTING TOOLS



CABLE TIES



SHOP SUPPLIES



FLUID POWER



WIRE MANAGEMENT



ABRASIVES



CHEMICALS



CABINERY



FASTENERS



BATTERY TERMINALS



WIRE & CABLE



SAFETY & PROTECTION



TERMINALS & CONNECTORS



BULBS & SWITCHES



## Tab 9 – Required Documents

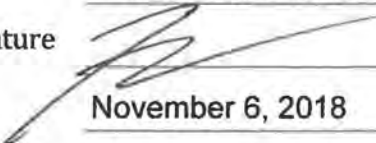
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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Hi-Line Electric Co. Inc
Print Name	Terry Kimbell
Address	2121 Valley View Lane
City, State, Zip	Dallas, Texas 75234
Authorized signature	
Date	November 6, 2018

## 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

  
November 6, 2018

## 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	Hi-Line Electric Co. Inc
Address	2121 Valley View Lane
City/State/Zip	Dallas/Texas/75234
Telephone No.	972-247-6200
Fax No.	972-247-5307
Email address	Tkimbell@Hi-Line.com
Printed name	Terry Kimbell
Position with company	Director of Government/Business Development
Authorized signature	





## FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

## Required Clauses for Federal Assistance provided by FTA

### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

#### **DISADVANTAGED BUSINESS PARTICIPATION**

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

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

#### **ENERGY CONSERVATION REQUIREMENTS**

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

#### **FEDERAL CHANGES**

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

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.



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

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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

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

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

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

## State Notice Addendum

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

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

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

# Tab 10- Exceptions and Proprietary Information

◆ Exceptions and Proprietary Information.

➤ Open Records Exceptions.

- Hi-Line, Inc is a profit corporation and therefore have a since of privacy to both their financial status and their customers. We request that the information stated below not be made available to public via the Open Records Policy. We also ask that our pricing not be made public unless we are awarded the contract.

<u>Page</u>	<u>Type of Information</u>	<u>Brief Explanation</u>
17	Current Chart Containing list of Cooperative Contracts	Private Company Financial information
21	Chart containing previous 3 years sales history for K-12, Cities, Counties, and other Government Agencies	Private Company Financial information
26	Chart containing References	We owe our customers their privacy and it contains their personal information as well has company financial information

