

Request for Proposal (RFP) for Furniture

Solicitation Number: 24-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Furniture 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 Furniture, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

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

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

Responses will remain sealed by our online Bonfire portal until the bid opening time specified.

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



Competitive Solicitation by
Region 14 Education Service Center

For

Furniture

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 24-22

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

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

Instructions to Respondents

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

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

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

- ◆ Tabs
 - Tab 1 – Master Agreement / Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Innovation
 - Tab 10 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

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

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

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

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

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

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

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

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

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
 - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

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

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

- ◆ References and Experience (15 points)
 - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
 - Respondent Reputation in marketplace
 - Past Experience working with public sector.
 - Exhibited understanding of cooperative purchasing

- ◆ Value Added Products/Services Description, (10 points)
 - Additional Products/Services related to the scope of RFP
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

- ◆ Innovation (10 points)
 - Past Innovation, how it affected sales
 - Future Innovation in the pipeline

Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>Hightower Group, LLC</u>
Address	<u>211 Fraley Rd</u>
City/State/Zip	<u>High Point, NC 27263</u>
Telephone No.	<u>336-886-1625</u>
Fax No.	<u>206-260-3287</u>
Email address	<u>kent@hightoweraccess.com</u>
Printed name	<u>Kent Koth</u>
Position with company	<u>VP of Operations & Finance</u>
Authorized signature	<u><i>Kent R. Koth</i></u>

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-94, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

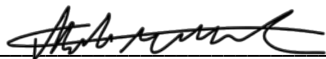

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will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

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

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

◆ General Provisions

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

National Cooperative Purchasing Alliance:	Vendor:	<u>Hightower Group, LLC</u>
Name: <u>Matthew Mackel</u>	Name: <u>Kent Koth</u>	
Title: <u>Director, Business Development</u>	Title: <u>VP of Operations & Finance</u>	
Address: <u>PO Box 701273</u>	Address: <u>211 Fraley Rd</u>	
<u>Houston, TX 77270</u>	<u>High Point, NC 27263</u>	
Signature: <u></u>	Signature: <u></u>	
Date: <u>September 1, 2022</u>	Date: <u>07/21/22</u>	

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

◆ **Residency**

- Responding Company's principal place of business is in the city of High Point, State of NC

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
 - Manufacturer Direct
 - Certified education/government reseller
 - Authorized Distributor
 - Manufacturer marketing through reseller
 - Value-added reseller
 - Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Kaye Jones
 - Title: Director of Accounting
 - Company: Hightower Group, LLC
 - Address: 211 Fraley Rd
 - City: High Point State: NC Zip: _____
 - Phone: 336-886-1625 Email: kaye@hightoweraccess.com

- Purchase Orders

Contact Person: Kristin Decker
Title: Director of Client Services
Company: Hightower Group, LLC
Address: 1808 Main St
City: Kansas City State: MO Zip: 64108
Phone: 816-286-1051 Email: orders@hightoweraccess.com

- Sales and Marketing

Contact Person: Adam Merkl
Title: Regional Sales Manager
Company: Hightower Group, LLC
Address: 506 2nd Ave, Ste 600
City: Seattle State: WA Zip: 98104
Phone: 206-369-5577 Email: adam.merkl@hightoweraccess.com

- ◆ Pricing Information

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

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.

Hightower Group, LLC

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

Hightower was founded by the Hartkopf family in Seattle in 2003. They recognized that Interior Designers were finding exciting new products on international design blogs and magazines, yet they couldn't access those products for their projects in North America. Their vision was to make a curated offering from Scandinavian design brands they loved available domestically and with shorter lead times.

Co-founder Natalie Hartkopf has had many roles and responsibilities at Hightower since the beginning, ultimately serving as Hightower's CEO since 2017. Early on, Natalie recognized the need to gain the attention of influential A+D on a national level so she moved to NYC in 2005 and opened a Hightower showroom there. She recalls, "I would close up the showroom and go down to Long Island City to receive crate containers, checking in the furniture then readdressing and sending these pieces to our clients around North America. I knew that if we were going to scale, we had to make some hard changes, in the interest of shorter lead times, client service and in setting ourselves apart from our competitors." Soon after, Hightower acquired warehouse space in High Point, North Carolina and began manufacturing the furniture, designed by up and coming global designers, here in the U.S.

In 2011, Hightower established Kansas City, MO as the home base for our Client Services team. And in 2018 we opened a showroom and office in Seattle's original skyscraper, the iconic Smith Tower located in historic Pioneer Square.

Today, Hightower remains family owned, has grown to represent 10 domestic and international furniture brands across Denmark, Sweden, Spain, Australia and the US, and has approximately 100 employees nationwide along with a network of independent Sales Reps. In addition to our international brands, Hightower also offers award winning designs of our own, leveraging up-and-coming designers, to offer seamless access to fresh, thoughtful, and relevant designs for contemporary spaces. As our co-founder and CEO Natalie Hartkopf has shared, "Our collections are simple yet thoughtful and, to me, that is Hightower." Many of these key products are stocked locally for quick shipment or manufactured in North Carolina under an exclusive licensing agreement.

Our success stems from an uncompromising commitment to challenge and improve the status quo. Collaborating with leading architects and designers for clients in Tech, Education, Hospitality, and more, we're known for innovative design and quality products. And our passionate, dynamic team powers unparalleled customer service.

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

DUNS# 786744388

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

Please see attached document Hightower Org Chart 2022.pdf

◆ Corporate office location.

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

Please see attached document Hightower Sales Reps 2022.pdf

◆ Define your standard terms of payment.

Our standard terms to a servicing dealer are 50% deposit for order entry and 50% balance prior to shipment. Payments can be made by check or ACH. Orders placed through a servicing dealer are subject to servicing dealer's payment terms with the NCPA entity.

◆ Who is your competition in the marketplace?

Allsteel, Andreu World, Arcadia, Bernhardt Design, Coalesse, Davis, Haworth, Kimball, JSI, National, Naughtone, OFS

◆ What differentiates your company from competitors?

Not only is Hightower family-founded, women-owned and operated, and has US manufacturing, our focus is on more than furniture. Our mission is “to simply and positively impact places where people work, learn and socialize while helping to create access to better spaces for all.” We are constantly growing, evolving, and staying relevant to what is needed to more positively impact public environments. In keeping with this, Hightower has recently applied for B Corp status which is a designation that a business meets “high standards of verified performance, accountability, and transparency on factors from employee benefits and charitable giving to supply chain practices and input materials.”

In addition to our Mission Statement, we have 4 Brand Pillars that guide our decision making:

Consciously Curated — Hightower approaches curation with a sense of curiosity and are intentional in providing relevant, uncomplicated products people want to use.

Service Obsessed — Hightower bases our end-to-end service on relationships and we’re always seeking the win-win-win; for our clients, our team members, and for the people who use our products.

Community Minded — Hightower believes design can be more inclusive and diverse, so we work to not only make spaces better for all, but use that success to give back to communities where we serve.

Choice Celebrated — Hightower offers nearly limitless options for our clients because we know how much they value giving their projects a signature touch.

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

Hightower will promote the news of a contract award through our LinkedIn page of approximately 6k followers and external newsletters which are distributed to our nearly 20k partners and other subscribers around the country.

We will create different .pdfs with clear, contract specific information for our Rep Resource Library that can be easily shared with various audiences whether Dealer, End User, or A&D. Our Client Services team will provide the appropriate info sheet when receiving quote requests from Dealers for qualifying projects.

The NCPA logo and talking points will be added to our Hightower overview presentation as well as to relevant digital lookbooks that can link out to the NCPA site. We will encourage our Reps to talk about our NCPA contract participation any time they present in-person or virtually because it’s likely someone in the audience works on qualifying projects though they may not ask.

With our new website we'll have pages dedicated to different vertical markets (Education, Healthcare, Gov etc.) and the NCPA contract would be mentioned and a linkable logo included.

We would look forward to partnering with NCPA for additional opportunities for coordinated communication and promotion of the awarded contract.

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

Upon award of an agreement, Hightower will immediately schedule a training call with our Sales Reps, Client Services, Marketing, and Operations teams to inform them of Hightower's participation as a supplier on the contract and update them on contract details. We record our video conference training calls and archive them in the Rep Resource Library so they're available in the future to new Sales Reps or ones that need a refresh beyond printed material. We will also include info about it in our monthly internal newsletter that goes to all Sales Reps and various support teams while providing links to our online resources.

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

Our website, www.hightoweraccess.com, allows users to sort products by a number of categories and filters as well as download necessary digital files like Sketchup, Revit, CAD, white sweep images, product renderings/hi-res images, and sustainability certificates. Additionally, each product page provides detailed information including model numbers, List Price, dimensions, approved graded-in and COM fabrics, info sheets and more. While our website is not currently set up with online ordering capability, we plan to integrate it in some capacity to our next one which is currently in development while maintaining the ease of use and information access our specifiers need and expect.

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

We consistently hear that Hightower's Kansas City, MO based Client Services team is best in class for our industry. Our Project Managers and Coordinators are available M-F from 9am to 6pm Central time and respond to any and all requests and inquiries in 24 hours or less. They support our nationwide network of local Sales Reps as well as back each other up so there's always coverage for our clients.

◆ Green Initiatives (if applicable)

➤ 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.

Hightower is about people: our manufacturing community who design, build, upholster, paint, and deliver our products, as well as our clients who use our products. Valuing people translates to creating products with the utmost care and respect for today's and tomorrow's generations.

We're committed to material health and transparency because we care not only for people, but the places they live, work, learn, and socialize by creating healthier spaces for all.

Hightower products can have a number of different sustainability attributes that allow them to contribute to Green Building projects like LEED, WELL, and LBC.

- We have 66 products with VOC Emissions Certification (Indoor Advantage Gold)
- 47 products that are confirmed to be free of Red List chemicals (Red List Free)
- 52 products that contain recycled content
- and 2 products with Declare labels

We're very proud of the progress we've made over the last several years and are excited to continue to push our sustainability program forward. With our effort to receive B Corp status, an in-depth evaluation of our environmental performance is a major component of the certification process.

◆ Anti-Discrimination Policy (if applicable)

- Describe your organizations' anti-discrimination policy.

Please see the attached document [Hightower Diversity & Inclusion Statement.pdf](#)

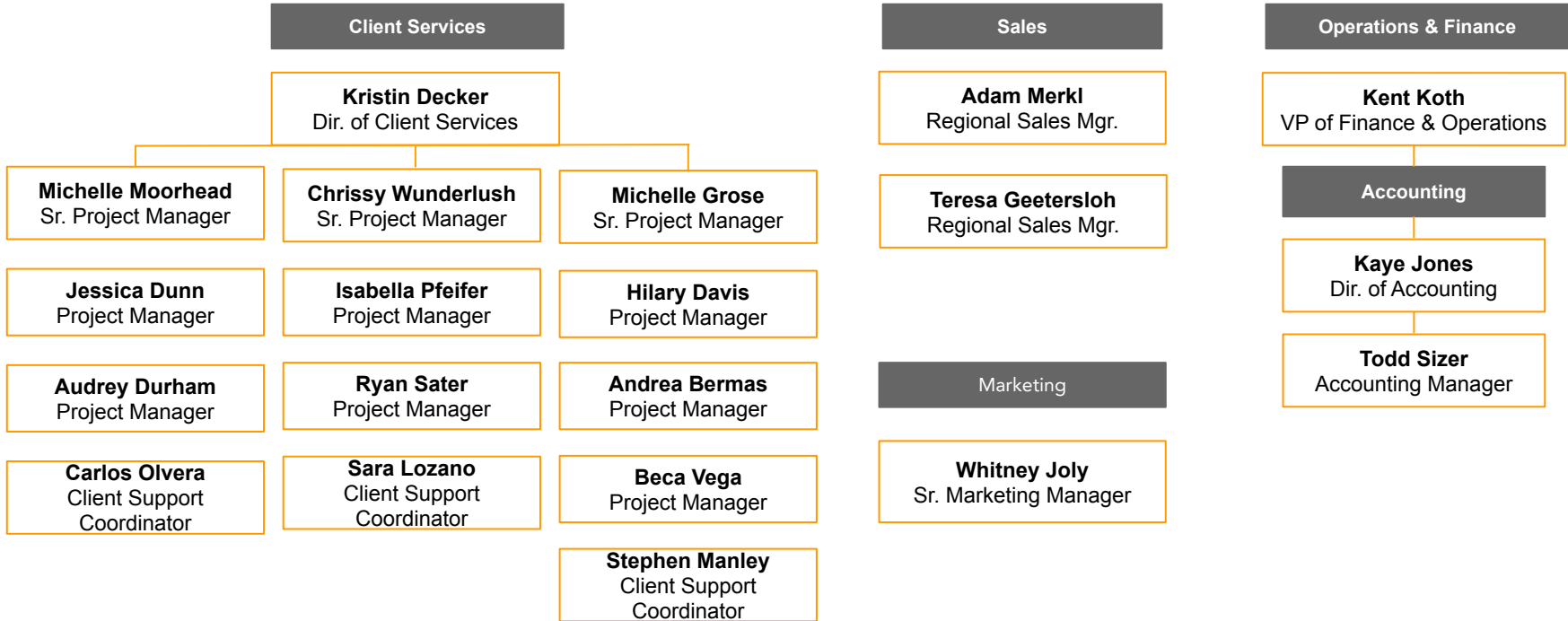
◆ Vendor Certifications (if applicable)

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

Please see the attached documents [Hightower WBE Certificate.pdf](#) and [Hightower_2022_Entity_Information.pdf](#)

We have multiple other licenses, registrations, and certifications which we are happy to provide with additional clarification.

Hightower Org Chart for NCPA Contract Client Services, Sales, Marketing, and Finance



Addresses listed for visitable showroom locations only. Although Reps/Rep Groups without an address listed do not have showrooms, they reside in the territory they cover and have furniture samples available in their market for client review.

Rep Group	Territory	First Name	Last Name	Phone Number	Email Address	Office / Showroom Address
Boston Modern Furniture	MA / RI / CT / NH / VT / ME	Amy	Graubard	617.908.1698	amy@bostonmodernfurniture.com	17 Station St, Second Floor, Brookline, MA 02445
Boston Modern Furniture	MA / RI / CT / NH / VT / ME	LilyGrace	York	603.923.8144	lilygrace@bostonmodernfurniture.com	17 Station St, Second Floor, Brookline, MA 02445
Callahan+Co.	NorCal (San Jose) / HI	Shelley	Dunnigan	415.722.6078	shelley@callahan-co.com	
Callahan+Co.	NorCal (San Jose) / HI	Sheri	Dempelen	408.807.6214	sheri@callahan-co.com	
Callahan+Co.	NorCal (Sacramento, Stockton) / NV (Tahoe, Reno)	Betty	Callahan	510.915.6361	betty@callahan-co.com	
Callahan+Co.	NorCal (SF)	Linda	vonNovak	925.324.1886	linda@callahan-co.com	
Callahan+Co.	NorCal (SF) / HI	Jennifer	Lawson	415.902.1837	jennifer@callahan-co.com	
Carpenter Smith Southwest (CSSW)	TX (Dallas) / AR / OK	Cindy	Carpenter-Smith	972.898.4089	cindy@csswinc.com	4739 Memphis St, Dallas, TX 75207
Carpenter Smith Southwest (CSSW)	TX (Dallas) / AR / OK	Dana	Smith	214.674.7876	dana@csswinc.com	4739 Memphis St, Dallas, TX 75207
Carpenter Smith Southwest (CSSW)	TX (Dallas) / AR / OK	Colby	Register	214.528.6942	colby@csswinc.com	4739 Memphis St, Dallas, TX 75207
Carpenter Smith Southwest (CSSW)	TX (Dallas) / AR / OK	Jessica	Carpenter	214.528.6942	jessica@csswinc.com	4739 Memphis St, Dallas, TX 75207
Design Source	UT	Austin	Beaslin	801.961.8500	austin@designsourcecslc.com	623 South State Street, #A, Salt Lake City, UT 84111
Design Source	UT	Donna	Rohbock	801.550.1278	donna@designsourcecslc.com	623 South State Street, #A, Salt Lake City, UT 84111
Elevate Environments	DC / MD / VA	Ashley	Cox	202.909.5320	ashley@elevateenvironments.com	
Elevate Environments	DC / MD / VA	Leslie	Bear	920.539.0132	leslie@elevateenvironments.com	
Goodlines (East)	MO (St. Louis/East)	Tina	Danforth	314.409.0608	tina@goodlinesdesign.com	
Goodlines (North)	MN / ND / SD	Nick	Nelson	651.338.7392	nick@goodlinesdesign.com	1322 NE 2nd St, Minneapolis, MN 55413
Goodlines (South)	IA	Marty	Peterson	612.860.5336	marty@goodlinesdesign.com	1800 Walnut St, Kansas City, MO 64108
Goodlines (South)	KS / MO (Kansas City/West)	Kristin	Goodman	816.777.6662	kristin@goodlinesdesign.com	1800 Walnut St, Kansas City, MO 64108
Goodlines (West)	NE	Meg	Krause	402.850.0024	meg@goodlinesdesign.com	701 S 15th St, #100, Omaha, NE 68102
Harrison Workplace Furnishings	AL/ MS / FL Panhandle	Jimmy	Harrison	205.567.8084	jimmy@harrisonreps.com	1551 Creekstone Cir, Birmingham, AL 35243
Harrison Workplace Furnishings	AL/ MS / FL Panhandle	Lisa	Belcher		lbelcher@harrisonreps.com	1551 Creekstone Cir, Birmingham, AL 35243
Hightower	WY	Beca	Vega	816.286.1051	beca.vega@hightoweraccess.com	
Interior Social Spaces	CO / WY (Cheyenne)	Becky	Goodwater	720.951.3893	becky@interiorsocialspaces.com	
Level Reps	IL	Cory	Johnson	312.953.1592	cory@levelreps.com	222 Merchandise Mart Plaza, Suite 1110, Chicago, IL 60654
Level Reps	WI	Megan	Matola	262.993.1313	megan@levelreps.com	
Level Reps	WI	Angela	Ryun	414.731.7553	angela@levelreps.com	
Level Reps	IL	Ross	Shapland	248.225.6104	ross@levelreps.com	222 Merchandise Mart Plaza, Suite 1110, Chicago, IL 60654
Level Reps	IL	Rhiannon	Marino	917.623.7425	rhiannon@levelreps.com	222 Merchandise Mart Plaza, Suite 1110, Chicago, IL 60654
Level Reps	IL	Ashley	Delano	708.860.8070	ashley@levelreps.com	222 Merchandise Mart Plaza, Suite 1110, Chicago, IL 60654
Level Reps	IL	Sean	Gilligan	773.551.1129	sean@levelreps.com	222 Merchandise Mart Plaza, Suite 1110, Chicago, IL 60654
Level West	SoCal	David	Logsdon	714.329.1636	david@levelwestreps.com	
LevelWest	SoCal	Caden	Logsdon	512.569.4658	caden@levelwestreps.com	
LevelWest (San Diego Market)	SoCal	Leza	Hutchinson	619.417.4500	leza@levelwestreps.com	
Look Reps	MI	Bill	Keller	616.336.2477	bill@thelookreps.com	
Look Reps	MI	Victoria	Harris	616.540.8513	victoria@thelookreps.com	
Look Reps	MI	Kelly	Boscher	616.644.5387	kelly@thelookreps.com	
Matter Contract	WA / MT / BC	Todd	Johnson	206.650.0538	todd@mattercontract.com	Hightower Showroom, 506 2nd Ave, Ste 600, Seattle, WA 98104
Matter Contract	(Maternity Leave)	Victoria	Pascoe	253.686.1693	victoria@mattercontract.com	
Matter Contract	OR / AK / ID	Becky	Mathisen	503.679.2490	becky@mattercontract.com	
Mi Concepts	NY (New York City)	Michelle	Carlson	646.300.4701	michelle@mi-concepts.com	148 Madison Ave, 3rd Floor, New York, NY, 10016
Mi Concepts	NY / NJ	Jessica	Hicks	917.699.0282	jessica@mi-concepts.com	148 Madison Ave, 3rd Floor, New York, NY, 10016
Mi Concepts	NJ	Ted	Zakowski	917.364.8528	ted@mi-concepts.com	148 Madison Ave, 3rd Floor, New York, NY, 10016
Perspectives SW	AZ / NM / NV (Las Vegas)	Allison	Ferraro	602.321.6466	allison@perspectivesw.com	
Phillips Contract	PA (Philadelphia) / Southern NJ / DE	Josh	Phillips	215.221.4191	josh@phillipscontract.com	23 East Allen St, Philadelphia, PA 19123
Pinkgemini	TX (Austin, San Antonio)	Melissa	Ehrman	210.317.1685	melissa@pink-gemini.com	
Pinkgemini	TX (Houston), LA	Laura	Barnett	713.338.1485	laura@pinkgemini.com	
RS Reps	GA	Laura	Rosen	404.314.0425	lrosen@rsreps.net	1500 Southland Cir, Ste B-1, Atlanta, GA 30318
RS Reps	GA	David	Simpson	404.452.6972	dsimpson@rsreps.net	1500 Southland Cir, Ste B-1, Atlanta, GA 30318
RS Reps	GA	Alida	Weiner	404.452.6972	aweiner@rsreps.net	1500 Southland Cir, Ste B-1, Atlanta, GA 30318
Tim O'Neil & Associates	KY, OH (Cincinnati, Dayton), IN	Nicki	Verlin	513.760.5042	nicki@timoneilassociates.com	
Tim O'Neil & Associates	OH (Cleveland, Toledo)	Tracey	Corbo	440.949.9604	tracey@timoneilassociates.com	
Tim O'Neil & Associates	OH (Columbus, Cleveland)	Pete	D'Amico	614.738.9698	pete@timoneilassociates.com	
Tim O'Neil & Associates	OH / IN / KY / PA (Pittsburgh) / WV	Tim	O'Neil	614.560.3373	tim@timoneilassociates.com	772 Busch Ct, Columbus, OH 43229
Tim O'Neil & Associates	PA / WV	Michele	Owings	412.583.5610	michele@timoneilassociates.com	
XLR8	NC / SC / FL / TN (Memphis)	Scott	Eddy	704.968.0886	scott@xlr8reps.com	1307 W Morehead St, Charlotte, NC 28208
XLR8	NC / SC / TN (Knoxville, Johnson City)	Page	Turritin	330.421.1962	page@xlr8reps.com	1307 W Morehead St, Charlotte, NC 28208
XLR8	Central FL and Co-cover JAX	Evelyn	Grouse	561.789.2957	evelyn@xlr8reps.com	
XLR8	South FL and Co-cover JAX	Peta-Gaye	Walker	561.664.9327	peta@xlr8reps.com	
XLR8	TN (Nashville and West)	Tiffany	Goolesby	615.300.1802	tiffany@xlr8reps.com	

506 2nd Avenue Suite 600
Seattle, WA, 98104

Hightower

Hightower's Commitment to Diversity and Inclusion

Hightower, a family-owned and operated company, is committed to creating and maintaining a safe and inclusive work environment, promoting dignity and respect for every employee; full time, part time, or contracted.

Hightower is dedicated to being a socially and environmentally responsible business. We believe diverse and socially conscious companies are more innovative and better positioned to succeed.

Hightower is a women-owned business with more than 50% of our management positions being held by women. We understand that authentic inclusion and diversity is a process and we are therefore committed to continuous improvement.

Hightower's employee policies include:

Equal Employment and Nondiscrimination Policy

Hightower complies with all relevant and applicable provisions of the American with Disabilities Act (ADA) providing equal employment opportunities to all applicants and team members. Hightower does not discriminate on the basis of race, color, religion, sex, military status, pregnancy, sexual orientation, gender identity, national origin, disability, genetic information, age, or any other basis protected by federal, state, and/or local laws.

This policy applies to all areas of employment including recruiting, hiring, training, promotion, compensation, benefits, transfer, performance improvement action, and termination. It is the responsibility of every team member to conscientiously follow this policy.

Reasonable Accommodation Policy

Hightower provides reasonable accommodations to individuals whose sincerely held religious belief, practice, or observance conflicts with a work requirement, unless doing so would pose an undue hardship on our company. Additionally, reasonable accommodations will be made for qualified individuals with known disabilities to enable such individuals to: (1) apply for employment with Hightower; (2) perform the essential functions of their jobs; and (3) enjoy the other terms and conditions, and privileges of employment.

Freedom from Harassment

Hightower is committed to providing a harassment-free workplace and does not tolerate any harassment of or by any of its team members, managers, or owners. Similarly, it will not tolerate the harassment of its team members, managers, or owners by non-team members. Nor will it tolerate the harassment of non-team members with whom our company has a business, service, or professional relationship.

Harassment includes sexual harassment and behavior that demonstrates hostility toward another individual based on a protected characteristic such as race, color, religion, sex, military status,

pregnancy, sexual orientation, gender identity, national origin, disability, genetic information, age, or any other basis protected by federal, state and/or local laws. This includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with a team member's work performance.

Hightower's Commitment to Positively Impacting Our Communities

In addition to our internal values and commitment to diversity and inclusion for our teams, we also seek to positively impact the communities we serve.

Education: Hightower's commitment to under-resourced schools and education in general includes furniture donations and supporting charitable causes focused on education. Hightower has a program in place committing 1% of Higher Education sales to causes that support equitable access to education.

Sustainability: Research has shown that unhealthy manufacturing practices tend to impact marginalized communities at a higher rate than others. Hightower is committed to supply chain decisions that reduce our impact on the environment and ensure safe and healthy environments for our employees, community, and clients. You can learn more about our ongoing commitment to sustainable products and practices at <https://hightoweraccess.com/sustainability>

We invite you to learn more about Hightower at <https://hightoweraccess.com/>



hereby grants

National Women's Business Enterprise Certification

to

Hightower Group, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Greater Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: October 13, 2021
Expiration Date: October 30, 2022
WBENC National Certification Number: WBE2102686



Authorized by Roz Lewis, President & CEO
Women's Business Center

NAICS: 423210, 337127, 337211, 337214
UNSPSC: 56111800





HIGHTOWER GROUP, LLC

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

Unique Entity ID NQXNF3JE4NM8	CAGE / NCAGE 4TPPO	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 22, 2022	
Physical Address 211 Fraley RD High Point, North Carolina 27263-1711 United States	Mailing Address 211 Fraley RD High Point, North Carolina 27263-1711 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District North Carolina 13	State / Country of Incorporation Delaware / United States	URL http://hightoweraccess.com/

Registration Dates

Activation Date Dec 29, 2021	Submission Date Dec 22, 2021	Initial Registration Date Apr 21, 2020
--	--	--

Entity Dates

Entity Start Date Nov 13, 2000	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

No

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Manufacturer of Goods

Profit Structure

For Profit Organization

Socio-Economic Types

Woman Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

4TPPO

Electronic Funds Transfer

Account Type

Checking

Routing Number

******0024**

Lock Box Number

(blank)

Financial Institution

BANK OF AMERICA, N.A. (SFNB)

Account Number

******0669096**

Automated Clearing House

Phone (U.S.)

3368861625

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Address

Hightower Group LLC, Attn: Payables

PO Box 520

Jamestown, North Carolina 27282

United States

Taxpayer Information

EIN

******7203**

Type of Tax

Applicable Federal Tax

Taxpayer Name

Hightower Group LLC

Tax Year (Most Recent Tax Year)

2018

Name/Title of Individual Executing Consent

Co-founder, Ceo

TIN Consent Date

Dec 22, 2021

Address

211 Fraley RD

High Point, North Carolina 27263

Signature

Natalie Hartkopf

Points of Contact

Accounts Receivable POC

ⓘ

Kaye Jones, Director of Accounting
kaye@hightoweraccess.com
3368861625

Electronic Business

♀
Natalie Hartkopf, CEO
natalie@hightoweraccess.com
3368861625

211 Fraley RD
High Point, North Carolina 27263
United States

Kent Koth, Vice President of Operations & Finance
 kent@hightoweraccess.com
 3368861625

211 Fraley RD
 High Point, North Carolina 27263
 United States

Government Business

♀
Natalie Hartkopf, CEO
natalie@hightoweraccess.com
3368861625

211 Fraley RD
High Point, North Carolina 27263
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	337214	Office Furniture (Except Wood) Manufacturing
	337127	Institutional Furniture Manufacturing
	337211	Wood Office Furniture Manufacturing
	337215	Showcase, Partition, Shelving, And Locker Manufacturing
	423210	Furniture Merchant Wholesalers

Product and Service Codes

PSC	PSC Name
7110	Office Furniture
7125	Cabinets, Lockers, Bins, And Shelving

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) \$36,000,000.00	Number of Employees (in accordance with 13 CFR 121) 90
---	--

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
---	---

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
------------------------------------	----------------------------------	--------------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

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.
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:
 - Ancillary Furniture Products
 - Audio / Visual Furniture
 - Auditoriums and Theaters
 - Cafeteria
 - Classroom / Educational / Dormitory
 - Conference or Breakroom / Training
 - Healthcare / Medical / Therapy Practices
 - Highmark
 - Lactation Rooms and Furniture Pods
 - Library
 - Lighting
 - Lounge / Reception
 - Office
 - Outdoor
 - Science Lab
 - Seating / Chairs
 - Tables / Meeting Conference Room
 - Work Stations

Hightower has products that meet the following categories: Ancillary Furniture Products; Auditoriums and Theaters; Cafeteria; Classroom / Educational / Dormitory; Conference or Breakroom / Training; Healthcare; Lactation Rooms and Furniture Pods; Library; Lighting; Lounge / Reception; Office; Outdoor; Seating / Chairs; Tables / Meeting Conference Room

Tab 8 – Value Added Products and Services

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

Hightower has an Environments Designer on staff that can assist with fabric selection, suggesting modular seating configurations, layout and more. While not intended to replace a clients' in-house Design team or contracted A&D, it's helpful to have a professional on hand that can meet these needs quickly and at no charge.

Tab 9 – Innovation

- ◆ Please provide details of your most recent innovation and how it affected sales in the public sector.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other

Hightower recently launched a height adjustable version of one of our laptop tables that we expect will be popular in all vertical markets. Its flexibility accommodates users of different sizes and abilities while expanding the seating types it's able to be used with.

- ◆ Please outline your timeline for future innovation.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other

In addition to launching new products, we regularly make improvements to and offer additional features for existing products or collections. Currently, we are working to make a popular existing table collection of ours meet ADA requirements.

Tab 10 – Required Documents

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

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror: Hightower Group, LLC

Address: 211 Fraley Rd

City, State, Zip: High Point, NC 27263

Authorized Signature: *Kent R. Roth*

Date: 7/21/2022

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>Hightower Group, LLC</u>
Print Name	<u>Kent Koth</u>
Address	<u>211 Fraley Rd</u>
City, State, Zip	<u>High Point, NC 27263</u>
Authorized signature	<u><i>Kent R. Koth</i></u>
Date	<u>7/21/2022</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

Kent R. Roth

Type text here

Date

7/21/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>Hightower Group, LLC</u>
Address	<u>211 Fraley Rd</u>
City/State/Zip	<u>High Point, NC 27263</u>
Telephone No.	<u>336-886-1625</u>
Fax No.	<u>206-260-3287</u>
Email address	<u>kent@hightoweraccess.com</u>
Printed name	<u>Kent Koth</u>
Position with company	<u>VP of Operations & Finance</u>
Authorized signature	<u><i>Kent R. Koth</i></u>

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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 that are flowed to Contractor from Awarding Participating Agency.

- 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, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, 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 and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, 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 knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly 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, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

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

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

State Notice Addendum

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

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

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

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