

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

- Proposal should address the following warranty information:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- Products
  - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
  - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

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

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

# Process

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

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

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

◆ Past Performance

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



# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References and Experience (15 points)
  - A minimum of ten (10) public sector references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
  
- ◆ Value Added Products/Services Description, (10 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Innovation (10 points)
  - Past Innovation, how it affected sales
  - Future Innovation in the pipeline

# Signature Form

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

Prices are guaranteed: **120 days**

Company name	Mediatechnologies
Address	892 Industrial Park Drive
City/State/Zip	Shelby, Michigan, 49455
Telephone No.	231-861-2194
Fax No.	231-861-6678
Email address	ddriessche@mediatechnologies.com
Printed name	Daniel Driessche
Position with company	Contract Administrator
Authorized signature	

## Tab 2 – NCPA Administration Agreement

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

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-106, 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 (15<sup>th</sup>) 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:

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

**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.

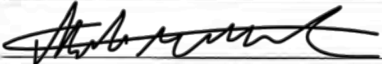
<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

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

◆ General Provisions

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

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
 Title: Director, Business Development  
 Address: PO Box 701273  
Houston, TX 77270  
 Signature:   
 Date: September 1, 2022

**Vendor:**

Mediatechnologies  
 Name: Daniel Driessche  
 Title: Contract Administrator  
 Address: 892 Industrial Park Drive  
Shelby, Michigan, 49455  
 Signature:   
 Date: June 23, 2022



# Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

- |   |   |
|---|---|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Mariana 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 Shelby, State of MI

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**  
Contact Person: Christina Saunders  
Title: Accounting Manager  
Company: Mediatechnologies  
Address: 892 Industrial Park Drive  
City: Shelby State: Michigan Zip: 49455  
Phone: 231-861-2194 x 400 Email: csaunders@mediatechnologies.com

- Purchase Orders

Contact Person: Jake Seaver  
Title: Vice President of Sales  
Company: Mediatechnologies  
Address: 892 Industrial Park Drive  
City: Shelby State: Michigan Zip: 49455  
Phone: 231-861-2194 x 414 Email: jseaver@mediatechnologies.com

- Sales and Marketing

Contact Person: Jake Seaver  
Title: Vice President of Sales  
Company: Mediatechnologie  
Address: 892 Industrial Park Drive  
City: Shelby State: Michigan Zip: 49455  
Phone: 231-861-2194 x 414 Email: jseaver@mediatechnologies.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes       No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes       No



## Tab 4 – Vendor Profile

***Company's official registered name.***

Mediatechnologies LLC

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

Silver Street, Inc. was established in the State of Indiana in 1984 as a manufacturer of electric guitars. The company relocated to Shelby, Michigan in 1989. In that year, the company began to manufacture various types of wooden furniture. In 1994, Silver Street began to manufacture the Mediatechnologies line of wooden library furniture. The company expanded its focus from solely wooden library furniture to eventually become a full-line furniture manufacturer that served public entities, K-12, Higher-Ed, and government agencies and non-profits. In 2016, Mediatechnologies added a contract furniture sales channel named MTContract. In 2021, Silver Street, Inc. was sold to Mediatechnologies, LLC.

***Company's Dun & Bradstreet Number.***

Mediatechnologies LLC does not have a Dun & Bradstreet Number.

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

[See Accompanying Chart]

***Corporate office location.***

Corporate headquarters:  
892 Industrial Park Drive  
Shelby, MI 49455

Mediatechnologies has seven regional sales territories that cover the country:

Great Lakes (MI, OH and WA, OR, ID, NV, UT, AZ, AK, HI)  
Jake Seaver  
[jseaver@mediatechnologies.com](mailto:jseaver@mediatechnologies.com)  
231-861-2194 x414

892 Industrial Park Dr. • Shelby, MI 49455  
Phone: 231-861-2194 • Fax: 231-861-6687  
[www.mediatechnologies.com](http://www.mediatechnologies.com)  
[sales@mediatechnologies.com](mailto:sales@mediatechnologies.com)

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John Guillory

[jguillory@mediatechnologies.com](mailto:jguillory@mediatechnologies.com)

231-923-3319

Texas Region

Eric Nevenhoven

[eric@mediatechnologies.com](mailto:eric@mediatechnologies.com)

210-485-8668

Western Great Lakes (WI, IL, IN, KY)

Lauren Sheahan

[lsheahan@mediatechnologies.com](mailto:lsheahan@mediatechnologies.com)

231-923-3308

Illinois

Donna Gunther

[dgunther@mediatechnologies.com](mailto:dgunther@mediatechnologies.com)

231-286-4704

Northeast Region (ME, NH, VT, MA, CT, RI, NY, NJ, PA, MD, VA, WV, DC)

Kelby Hurr

[khurr@mediatechnologies.com](mailto:khurr@mediatechnologies.com)

231-655-0553

Southeast Region (TN, NC, MS, AL, GA, SC, FL)

Mickey Lay

[mlay@mediatechnologies.com](mailto:mlay@mediatechnologies.com)

478-550-2285

MTContract has independent Rep Offices that serve the Contract, Higher-Ed and Public Library market segments in the following areas:

Northwest Interior Solutions (AK, WA, ID, MT, OR)

Joel London

[joel@nisrep.com](mailto:joel@nisrep.com)

206-471-1696

Hetes & Associates (MI)

Tom Hetes

[seven@provide.net](mailto:seven@provide.net)

248-891-7370

Tim O'Neill & Associates (OH)

[tim@timoneilassociates.com](mailto:tim@timoneilassociates.com)

614-436-4470

892 Industrial Park Dr. • Shelby, MI 49455  
Phone: 231-861-2194 • Fax: 231-861-6687  
[www.mediatechnologies.com](http://www.mediatechnologies.com)  
[sales@mediatechnologies.com](mailto:sales@mediatechnologies.com)

mediatechnologies®

Eisaman Contract Associates (WV, Western PA, NY, Northern NJ)

[edward@eisaman.com](mailto:edward@eisaman.com)

412-427-3813

Facility & Design Resource (DE, Southern NJ, Eastern PA)

Matt Boyle

[mboyle@fdrpa.com](mailto:mboyle@fdrpa.com)

610-715-5380

Any areas of the country not covered by an MTContract Rep firm is covered by the Mediatechnologies rep for that area.

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

Terms of payment are Net 30.

***Who is your competition in the marketplace?***

Because we manufacture a lot of different types of furniture we have a lot of competitors. We typically compete on some level with Wisconsin Bench, MiEN, Fomcore, MooreCo, Paragon, VS and in some cases Steelcase.

***What differentiates your company from its competitors?***

1. Almost all of the furniture we sell is manufactured in Shelby, Michigan from materials and components we source from vendors in the USA. We have undertaken a mission to strive to source all of our materials and components from the USA.
2. The big differentiator has always been our willingness to do what it takes to solve our customers' furniture "problems". This usually takes the form of designing a custom furniture solution to meet a specific requirement, desire, or price point.

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

We have been successful in introducing this contract through our dealer network on a national level as a better alternative to the many State contracts and co-ops that offer a "lighter" discount or difficult procedures or conditions that must be met. We will continue to do so.

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

It will not be necessary to introduce this contract. It is already the most popular contract we participate in.

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

Mediatechnologies can handle furniture projects from design to delivery and installation. We manufacture our own furniture. We utilize cutting edge (pardon the pun) design, engineering and production software combined with the most modern woodworking and assembly equipment. We operate our own paint and stain shop and our own upholstery shop. We have ample warehousing space to store orders until the site and the customer is ready to accept.

Our catalog is available online as a downloadable or alternatively, each product may be viewed on its own product page which includes the opportunity to retrieve additional downloadables such as CAD drawings, pricing, cutsheets, etc. At present the functionality of ordering products through our website is not available.

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

Our Customer Service Department is located at the Company Headquarters in Shelby, Michigan. As has been the norm over the past couple years, some of the Customer Service representatives work remotely.

The country has been divided into West, Central and East Regions. West and East regions each include two of our Sales Territory Managers and their own Customer Service Representative, Quoting Specialist and Designer. The Central Region includes two Territory Managers and the VP of Sales in a territory manager role.

The Customer Service Department is available during Business hours 8am-5pm EST. the VP of Sales is always available for emergency needs. Regional Managers are the first source for customer service help.

***Green Initiatives (if applicable)***

See the attached GreenStar program.

***Anti-Discrimination policy (if applicable)***

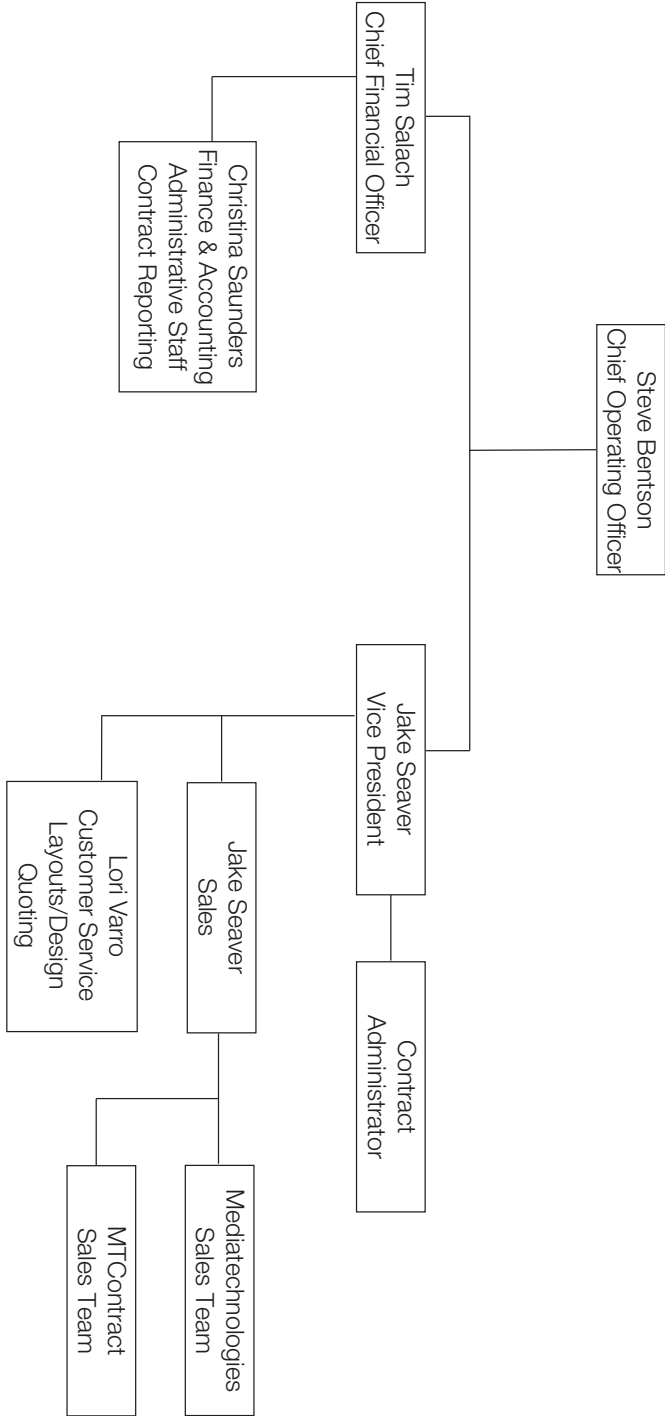
EQUAL OPPORTUNITY EMPLOYER

MT will not discriminate in any employment practice, policy or procedure on the basis of race, color, religion, national origin, sex, sexual orientation, gender identification or expression, veteran status, age or disability (except where the disability prevents the individual from being able to perform the essential functions of the job and cannot be accommodated in full compliance with the law). MT will ensure that employment decisions, including, but not limited to, hiring, compensation, benefits, promotions, layoffs, returns from layoff, termination and company-sponsored training, are made in accordance with principles of equal employment opportunities and will be administered without regard to race, color, religion, national origin, sex, veteran status, age or disability. MT prohibits any such discrimination or harassment.

***Vendor Certifications***

See attached SBA document.

NCPA Responsibility Chart 2022





*Green is a statement of achievement.  
It is also a pledge of responsibility.*



We believe displaying a “Green” label is a pledge to continually improve sustainability practices in both material sourcing, manufacturing processes and waste management as well as the active reduction of any environmental impact of those processes in both the long term and short term. We believe this is what being green is all about. It is a promise that we make to you, our customers – and it is a promise you can confidently pass on to your customers who choose to purchase our furniture. It is a promise that will stand – for years.

It is through this philosophy that we have chosen to define our own green promise to you. We would like to introduce you to our GreenStar 5-point Program.

There are many opportunities today for manufacturers to obtain the Green Label through third-party certification. We have explored and participated in these opportunities in the past. However, we felt that there was an overall lack of consideration for the full scope of what being green really means. Additionally, we felt that regardless of the validity of the process, certification was more about the “green industry” revenue stream than achieving a total green outcome. None of the third-party certifications “covered all the bases” in our opinion, so we set out to define our own reporting that we will publish and update annually.

We believe there are five Green pillars. We represent them as the five points in our GreenStar Logo. Those pillars are:

- Using Green Materials
- Sourcing Locally
- Improving Impact on Indoor Air Quality
- Improving Green Processes
- Designing Product Longevity

Please take the opportunity to tour each of our 5 pillars. Under each, we will describe what we are focusing on and what we are doing to improve. Where we can publish measurable results, we will do so. If we are improving or not improving, you will see it.





## ***Using Green Materials***



As a manufacturer, we have an obligation to fulfill our promise to our customers. As a green manufacturer in the 21<sup>st</sup> century, we also have an obligation to fulfill our promise to our environment for today and for the future. One of the most obvious ways to honor our green obligation is by selecting “Green” materials to work with. The challenge is selecting green materials that enable us to fulfill our promise to our customers with zero diminishment in quality or longevity.

What makes a material “Green”? We look for items that are sustainably produced. We note the percentage of recycled material in its makeup, and the percentage of that item that is recyclable. Many of our materials are certified to various Green standards. Where that information is readily available or provided by our suppliers, we make it available here.

Consistent with all aspects of our Greenstar Program, our Green Materials Program is a process of continual improvement. It is our goal to consistently improve the quality of our products on every level. That starts with improving the quality of our materials on every level.

Here is a summary of each of our Materials Categories. Each category will provide a link to all related documents and statements provided by our suppliers.

### **Particle Board Core (...Resources/Downloads/GreenStar Information/Particleboard...)**

Our primary particle board suppliers list final manufacturing locations as Sayabec and Val-d’Or, Quebec, Canada and Grayling, Michigan, USA.

Our Canadian sources have listed their recycled content as:

Pre-Consumer: 83.7%-86.6%

Post-Consumer: 0%

The Grayling, Michigan source lists its recycled content as:

Pre-Consumer: 35.59%

Post-Consumer: 0%

Certified Chain-of-Custody particle board core materials are available at an upcharge.



**Veneers and Wood Materials** (...Resources/Downloads/GreenStar Information/Veneers & Wood Materials)

Our hardwood products are all FSC Chain-of-Custody certified.  
Certified Chain-of-Custody plywood materials are available at an upcharge.

**High-Pressure Laminate** (...Resources/Downloads/GreenStar Information/Laminates...)

Our main sources for high-pressure laminate have provided the percentage of recycled content in their products that we use.

Formica Grade 10: Pre-Consumer: 1.9%, Post-Consumer: 8.6%, Total: 10.5%  
Formica Grade 12: Pre-Consumer: 1.7%, Post-Consumer: 10.6%, Total: 12.3%  
Formica Grade 20: Pre-Consumer: 1.5%, Post-Consumer: 13.9%, Total: 15.4%  
Formica Backers: Pre-Consumer: 2.4%, Post-Consumer: 0%, Total 2.4%  
Formica Compact: Pre-Consumer: 2.4%, Post-Consumer: 0%, Total: 2.4%  
Wilsonart Series 335: Post-Consumer: 34%  
Wilsonart Series 350: Post Consumer: 22%

Both Formica and Wilsonart high-pressure laminates are FSC Chain-of-Custody certified.



**Steel and Aluminum Components**

(...Resources/Downloads/GreenStar Information/Metal...)

Our steel components come from providers who source their steel through service centers who, in turn, purchase from both domestic and global sources. There are two steel making processes: Basic Oxygen Furnace (BOF) and Electric Arc Furnace (EAF) process.

Recycled scrap percentage can range from 24% - 40% in a BOF operation. The remainder is made up of iron ore with a very small amount of additional material used for alloying. The typical recycled scrap content for BOF operations is 24%-30%.

The EAF process allows a much greater range of recycled scrap in the steelmaking operation. The percentage of scrap material can be as high as 100%. A typical percentage is 50% scrap 50% iron.

All of our steel and aluminum components are 100% recyclable.

**Plastic Resin Molded Components** (...Resources/Downloads/GreenStar Information/Plastic Resin Molded Components)

Our various plastic resin molded chair components use glass-filled polypropylene (GFPP), prime polypropylene (PP) and/or glass-filled nylon (GFN).

All of the products could have a blend of post-industrial recycled GFPP, PP or GFN. The blends could be as high as 25% depending on item color.

All of the resins are 100% recyclable.

### **Edge Band** (...Resources/Downloads/GreenStar Information/Edgeband)

Aside from solid wood edge band (which is included in our **Veneers and Wood Products** category), the majority of edge band material that is used in our industry is PVC. This material is comprised of polyvinyl chloride, butylmercaptotoxo-stannane, titanium dioxide, 2-propenoic acid, 2-methyl-, 2-ester, polymer with ethyl 2-pepenoate. Most PVC edge band is 99% virgin new plastic. This is not considered a very “green” material. It is a staple in our industry and that is unlikely to change any time soon. Fortunately, only a very small amount of this product is used as a percentage of any furniture item.



### **Fabric** (...Resources/Downloads/GreenStar Information/Fabric)

The composition of fabric for upholstery varies considerably. Common materials include Polyester, Non-Phthalate Vinyl, Polyurethane, Cotton, Wool, Rayon, Nylon and Silicone. Any given fabric can be comprised of 100% of nearly any material or a blend of several. Some fabrics may include a percentage of post-consumer recycled material up to and including 100%.

We have included a chart that includes all of our graded fabrics and their contents for your review. Follow the link above.

Fabric is considered to be nearly 100% recyclable. In most cases, a more accurate term would be repurpose-able. Recycled fabric can be put to other uses instead of ending up in a landfill.

### **Paint, Stain & Powder Coat** (...Resources/Downloads/GreenStar Information/Paint & Stain)

The majority of our steel frame and structural components are powder coated. Studies have proven that water-based paints and powder coatings produce the lowest carbon footprint compared with solvent-based coatings.

Steel components that are powder coated can be recycled in the EAF steel making process.

The solvent from the Airguard Low Gloss finish applied to our wood products can be collected, rehydrated and reused.

### **Hardware – Metal components, Glides, Casters** (...Resources/Downloads/GreenStar Information/Hardware - Glides & Casters)

Metal components manufactured from steel, brass and nickel are all 100% recyclable.

The wheel and caster bodies of our nylon casters are typically composed of 85-90% pre-consumer recycled material and 10-15% post-consumer recycled material. The wheels and caster bodies are 100% recyclable. The stems are metal and 100% recyclable.

### **Hardware – Acrylic/Plastic Components** (...Resources/Downloads/GreenStar Information/Plastic Hardware & Components...)

Certain types of acrylic can be made from recycled plastics. Most of these or not suitable for our use. Additionally, at present, acrylic is difficult to recycle. There are companies that are working on ways to make acrylic more sustainable, but their solutions are not yet widely available.

At mediatechnologies, we believe that being green is an ongoing process of continual improvement. We pledge to continually:

- Improve and expand our use of green materials
- Expand the pursuit of local sourcing
- Heighten our awareness of the impact of our materials and processes on air quality in our local environment as well as the impact of our products in our customers' environments
- Review, refine and improve the green practices in our manufacturing process
- Live up to our commitment to design furniture with lasting value.

It is our goal to assure you that the purchase of mediatechnologies furniture is not only an investment with lasting value, but also an investment in a sustainable future.





## ***Sourcing Locally***



In the retail world, the “Buy Local” slogan makes sense on many levels. Obviously, money spent in the community, stays in the community. This has a great effect on jobs and overall health and growth of a community. But, in a broader sense, buying locally also has a “green” aspect. Products and materials locally sourced require less transportation (fuel, pollution and waste) and in some cases less packaging (pollution and waste) than items that must travel great distances or be shipped from overseas.

Political justifications aside, buying “American” where possible makes economic sense. It helps to support our economy, sustains jobs, reduces the impact of transportation and helps to avoid interruptions of the supply chain (trade embargos, disputes and tariffs).

We put a priority on “buying American” when it is possible. In turn, we also look regionally and within our own State first when looking for suppliers. At present, it is not physically or economically feasible to purchase all required materials in Michigan, the Mid-West or even the United States. But it is our mission to continue to look for quality from these regions first.

We believe being “Green” means to strive to reduce the impact of transportation (fuel, pollution and waste) and packaging (pollution and waste) by sourcing locally. Additionally, we believe being Green also includes helping to positively impact local communities in the USA through local sourcing. Over 95% of our material is sourced in the USA. The only items we directly import are two types of table bases and a plastic stool in addition to casters and some hardware. We purchase everything else through domestic sources. In many cases their sources are both domestic and global.

Here is a summary of each of our Materials Categories and a general report indicating the general source for each.

### **Particle Board Core**

We purchase our particle board core sheet goods locally. All Particle board core products we use are produced in Canada and in the USA.

### **Veneers, Hardwoods, Materials**

All of our hardwood is harvested in Michigan, USA.

### **High-Pressure Laminate**

We purchase all of our laminate sheet goods locally. All of our laminate products are manufactured in North America.

### **Steel & Aluminum Components**

With the exception of the Rockford Tables Bases, Duo legs and a Cesar base component, all steel frames and structural components are purchased domestically. The steel producers utilize both domestic and global sources for their materials.

### **Plastic Resin Molded Components**

All of our plastic resin molded components are molded 132 miles away, in Pottersville, Michigan, USA.

### **Edge band**

Our edge band materials are purchased locally. PVC Edge banding is manufactured in Canada and wood edge banding is a product of Germany.

### **Fabric (...Resources/Downloads/GreenStar Information/Fabric...)**

All of our Fabric is purchased domestically. The various mills that produce the fabric are located all over the world. We have provided a chart that indicates which of our graded fabrics are produced by mills in the USA. Follow the link above.

### **Paint, Stain & Powder Coat**

We purchase our stains and paint locally. These items are produced Domestically.

Our powder coating vendor is located in Michigan, USA.

### **Hardware – Metal Hardware, Glides, Casters**

In the area of hardware, most items are purchased through domestic distribution sources. However, the great majority of items in this category have global origins.

### **Acrylic Components**

Our Acrylic components are sourced and manufactured in the USA.



## ***Indoor Air Quality***



Maintaining the safety of the air you and I breathe is a priority for mediatechnologies. We have an obligation to ensure that the products we provide to you do not impact your indoor air quality in a negative way. We take this obligation seriously. You have a responsibility in this as well. Do your homework. Not every material, finish and fabric is equal. In many cases, the choice is up to you.

Indoor Air Quality certification frequently takes the form of a Greenguard (or equivalent) certification or a CARB rating. The Greenguard rating appears to be the most common in our industry. Very generally speaking, **Greenguard Certified** indicates that the material meets the qualifications making it suitable for use in a closed office environment. **Greenguard Gold Certified** indicates that the material meets the qualifications making it suitable for use in a school environment. Sure, there are a lot of specifications and requirements (ECC, TSCA, CARB, NAF, ANSI, BIFMA, etc.) attached to these and other certifications, but this is the general distinction. Indoor air quality ratings are determined by measuring the amount of VOCs (Volatile Organic Compounds) that are emitted at room temperature.

We build a lot of different types of furniture. Fortunately, the number of materials required are not as great. We utilize particle board, wood veneers, laminates, adhesives, paints, stains, foam, fabrics, steel, powder coats and hardware. That's about it. Many of these are non-emitting, like steel. Others, that are emitting, must have their VOCs measured and recorded. Our furniture is a sum of its parts.

As I mentioned previously, not all materials are the same. In some cases, we can provide special materials with a lower VOC emitting rating at an upcharge. We have attempted to gather indoor air quality information for you as it relates to the materials we use. We will provide a general summary for each material category as well as make the material-specific information we have available to you.

### **Particle Board Core** (...Resources/Downloads/GreenStar Information/Particleboard...)

Our particle board suppliers have provided certification that their products meet indoor air quality specifications as defined by the following standards:

ECC	ECO-Certified Composite Grademark Certification Program
TSCA	EPA TSCA Title VI – 40 CFR 770.18(d) Ultra low-emitting formaldehyde resins exemption from certification and testing
CARB	CARB ATCM 93120.3(d) – Special Provision for Manufacturers of HWPW, PB and MDF with Ultra- Low-Emitting Formaldehyde (ULEF) Resins
NAF	No Added Formaldehyde (NAF) Certified

UNIBOARD Particle Board and MDF is ECC, TSCA Title VI and CARB Compliant  
ARAUCO Particle Board and MDF is TSCA Title VI and CARB Compliant.

**Veneers and Hardwood, Materials** (...Resources/Downloads/GreenStar Information/Veneers & Wood Materials...)

Our veneer core and hardwood suppliers have provided certification that their products meet indoor air quality specifications as defined by the following standards:

- TSCA EPA TSCA Title VI – 40 CFR 770.18(d) Ultra low-emitting formaldehyde resins exemption from certification and testing
- CARB CARB ATCM 93120.3(d) – Special Provision for Manufacturers of HWPW, PB and MDF with Ultra- Low-Emitting Formaldehyde (ULEF) Resins

Our veneers, veneer core and hardwood materials are TSCA and CARB Compliant.

**High-Pressure Laminates** (...Resources/Downloads/GreenStar Information/Laminates...)

Our laminate suppliers have provided certification of their products to the following standards:

- UL Greenguard
  - UL 2818 - 2013 Standard for Chemical Emissions for Building Materials, Finishes and Furnishings. Wall finishes are determined compliant using an Office Environment with an air change of 0.68 hr<sup>-1</sup> and a loading of 33.40 m<sup>2</sup>.
- UL Greenguard Gold
  - UL 2818 - 2013 Gold Standard for Chemical Emissions for Building Materials, Finishes and Furnishings. Wall finishes are determined compliant in accordance with California Department of Public Health (CDPH) Standard Method V1.2-2017 using a Classroom Environment with an air change of 0.82 hr<sup>-1</sup> and a loading of 94.60 m<sup>2</sup>.
- SCS Indoor Advantage Gold
  - Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters 1,2. Also conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 (effective January, 2017) for the open plan1, private office2, school classroom2 parameters.

Formica Laminates are Greenguard and Greenguard Gold Certified  
Formica Phenolic Backers are Greenguard Gold Certified  
Formica Compact is Greenguard Gold Certified  
Wilsonart Laminates are Greenguard Gold and Indoor Advantage Gold Certified  
Wilsonart Phenolic Backers are Greenguard Gold Certified  
Nevamar High Pressure Laminates are Greenguard and Greenguard Gold Certified  
Pionite High Pressure Laminates are Greenguard and Greenguard Gold Certified

**Steel & Aluminum Components**

Steel and aluminum components are non-emitting.



**Plastic Resin Molded Components** (...Resources/Downloads/GreenStar Information/Plastic Resin Molded Components...)

Our plastic resin molded seating components were all certified to the following standard:

SCS Indoor Advantage Gold

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters 1,2. Also conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 (effective January, 2017) for the open plan1, private office2, school classroom2 parameters.

**Edge band**

Our supplier has furnished no indoor air quality exposure and VOC information for PVC edge band material.

**Fabric** (...Resources/Downloads/GreenStar Information/Fabric...)

Our fabric suppliers have provided us with a range of information. Some suppliers' offerings all meet one or another indoor air quality standard. Some suppliers have not made this information available.

We have provided a chart that indicates the applicable indoor air quality standard for each of our graded fabrics. The chart is arranged by supplier. Where no information is listed, it has not been provided by the supplier. Follow the link above.

**Paint, Stain & Powder Coat** (...Resources/Downloads/GreenStar Information/Paint & Stain...)

Our Airguard Low Gloss Stains and Finishes are certified to meet the criteria for Greenguard and Greenguard Gold standards.

Powder coats release a negligible amount of VOCs and are generally considered to be non-emitting.

**Hardware – Metal components, Glides, Casters**

Metal hardware is non-emitting.

Our providers of casters and other item with mixed composition were unable to provide information about their products impact on indoor air quality. Typically, these products do not contain formaldehyde or other compounds that would release VOCs into the atmosphere.

**Hardware – Acrylic/Plastic Components**

Acrylic does not release VOCs into the atmosphere. It is considered non-emitting.





## *Improving our Green Processes*



As a manufacturer of predominantly wood and wood-based furniture, it is inevitable that scrap is produced. No matter how efficiently we plan sheet material utilization, there is always scrap. There is always sawdust produced when a saw, sander or a drill is used to shape or fasten components. While we don't produce the materials we use to manufacture our furniture, we do apply sprayed finishes to some of them. We also produce waste and scrap that is common among most manufacturers, like wooden pallets, steel, plastic and cardboard scrap materials.

We currently have processes in place to directly address the collection of manufacturing scrap and waste and to recycle or repurpose it.

### **Sheet Goods and Wood**

Unusable sheet goods and solid wood scraps are made available to the local community to be used for projects or for use as kindling (hardwood only). Scraps are made available in a designated area by the side of the road for pick up. We work to limit what we put in the trash

### **Sawdust**

Sawdust is collected through an industrial dust collection system and we provide it to local farmers for animal bedding.

### **Spray Finish**

Our finish product for wood products is sprayed on a Superfici flatline finish system. All overspray solvent is reclaimed from a belt, rehydrated and reused as seal coat on future orders.

### **Thermoplastics**

All unusable thermoplastic components are recycled.

### **Steel**

All unusable steel components are recycled.

### **Wooden Pallets**

All wooden pallets are reused until they lose their structural integrity. Unusable pallets are recycled.

## **Cardboard**

All scrap cardboard is crushed, baled and delivered to a recycling facility.

It is our goal to continually review, refine and improve the green practices in our manufacturing process.

We are also focusing on our office practices as well. When lighting and light fixtures need to be replaced, we look for energy-efficient solutions. We are currently looking for an efficient way to recycle paper products, batteries, inkjet printers, computers, keyboards, monitors, etc. The State of Michigan imposes a 10¢ deposit on soft drink containers, so all bottle and cans are collected for a refund.

We believe being “green” is an ongoing process of continual improvement. We will continue to look for ways to our energy use, reduce waste, repurpose and recycle.



## ***Designing Product Longevity***



There is a prevailing belief that manufacturers design a product to last just past the warranty period before it fails. I have 10 years of experience in manufacturing for the testing and reliability community and I must admit, that in some cases, I can confirm that this belief is reality. But not every manufacturer shares this short-sighted view.

At mediatechnologies, that kind of thinking “*goes against our grain.*” Our furniture has been referred to as “30-year furniture.” We design and build your furniture so that you get the maximum value out of your investment. Some people think getting 30 years of use out of anything today is remarkable. We think it should be an expectation. Call it ethics, pride, craftsmanship, honesty, stubbornness, attitude...you can give our driving force a lot of different names. But in the end, it comes down to wanting to do the best job that we can for every customer who places enough trust in us to also place an order.

OK. What does this have to do with being “green”?

It's actually very simple. Longer product life reduces the amount of product that is discarded and increases the value of your investment at the same time. Longer product life means less furniture in the landfill. We achieve this through material selection, design for longevity, and of course, experience. We don't cut corners.

Of course, furniture can show wear over time and we have some solutions for that as well.

- Our finished wood products can be touched up with materials available at local hardware to keep furniture looking great without replacement.
- Our steel components can be touched up onsite.
- Upholstered and thermoplastic seating components can be replaced to prevent complete replacement.

We want you to trust that we will continue to design and produce furniture with lasting value.



U.S. SMALL BUSINESS ADMINISTRATION  
SIZE STATUS DECLARATION

Use of Information. The information requested below will be used by SBA to determine the Applicant's ("Applicant") eligibility to receive financing or consulting and advisory services from a small business investment company licensed by SBA ("Licensee").

Instructions for submitting completed form. The Applicant should complete Part A and Part B (if necessary), sign the Applicant's certification, and return the form to the Licensee from whom it is seeking assistance. The Licensee should sign the Licensee's certification and retain the form in its files. SBA may request the completed form during an on-site examination of the Licensee.

Name and address of Licensee: Valesco Fund II, LP 325 N. Saint Paul St., Suite 3700 Dallas, TX 75201	Name and address of Applicant: Mediatechnologies Holdings, LLC 325 N. Saint Paul St., Suite 3700 Dallas, TX 75201
---	--

Applicant's Form of Organization:  Corporation  Partnership  Limited Liability Company  
 Proprietorship

**PART A**

	Yes	No
1. Does the Applicant business have any Affiliates? If yes, attach a list to this form. Affiliation exists when one individual or entity controls or has the power to control another or a third party or parties controls or has the power to control both. SBA considers factors such as ownership, management, previous relationships with or ties to another entity, and contractual relationships when determining whether affiliation exists. The complete definition of affiliation is found at 13 CFR 121.103. (See also, 13 CFR 121.107 and 121.301.) Examples of Affiliates include: (1) a parent company; (2) subsidiaries and other companies that are owned or controlled by the Applicant; (4) companies under common management with the Applicant; and, (5) companies that have entered into agreements to merge with the Applicant. Additional guidance on affiliation can be found on SBA's size standards website at <a href="http://www.sba.gov/size">http://www.sba.gov/size</a> under "Guide to Size Standards".	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does Applicant (including affiliates) have tangible net worth in excess of \$19,500,000? (Tangible net worth = total net worth minus goodwill)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Does Applicant (including affiliates) have average net income after Federal income taxes (excluding any carry-over losses) for the preceding 2 completed fiscal years in excess of \$6,500,000?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**PART B**

Applicant must complete this part only if the answer to question (2) or (3) in Part A was "Yes". Applicant must not exceed the size standard for (1) the industry in which the Applicant combined with its affiliates is primarily engaged, and (2) the industry in which the Applicant alone is primarily engaged. Find the appropriate industry size standard under the NAICS code for your primary industry in 13 CFR 121.201.

1. Primary industry (include NAICS code):  
Applicant combined with affiliates \_\_\_\_\_ Applicant alone \_\_\_\_\_

2. Total annual receipts of Applicant (excluding affiliates) for each of its 3 most recently completed fiscal years (see 13 CFR 121.104):

Year ended _____	\$ _____
Year ended _____	\$ _____
Year ended _____	\$ _____

3. Applicant's average number of employees (excluding affiliates) based on the number of persons employed on a full-time, part-time, temporary, or other basis during each of the pay periods of the preceding 12 calendar months (see 13 CFR 121.106): \_\_\_\_\_

4. Affiliates of Applicant (domestic and foreign) Names and full addresses	Total annual receipts of affiliates (excluding Applicant) for past 3 completed fiscal years		Average no. of persons employed by affiliates (excluding Applicant) on full- time, part-time, temporary or other basis during each of the pay periods of the preceding 12 calendar months
a.	Yr. _____ Yr. _____ Yr. _____ 3-year average	\$ _____ \$ _____ \$ _____ \$ _____	
b.	Yr. _____ Yr. _____ Yr. _____ 3-year average	\$ _____ \$ _____ \$ _____ \$ _____	
c.	Yr. _____ Yr. _____ Yr. _____ 3-year average	\$ _____ \$ _____ \$ _____ \$ g _____	



### Applicant's Certification

Applicant, through its duly authorized officer, hereby certifies that all information herein and in attachments hereto is true and complete to the best of its knowledge and belief. Applicant further certifies that it intends to conduct, for a period of not less than 1 year from the date of the final disbursement of the funds involved in the subject financing and for a period of not less than 1 year from the date of the commencement of the consulting or advisory services, as a regular and continuous business operation, the business operation for which the application for financing or consulting or advisory services is being made.

**WARNING:** By signing below, you are acknowledging that the U.S. Small Business Administration (SBA) is relying on this information, and that false statements can lead to criminal prosecution under 18 U.S.C. § § 1014, 1031, 3571, and other statutes, with fines in excess of \$1,000,000 and imprisonment of up to 30 years, and civil fraud damages of three times the Government's loss.

Name of Applicant:

Mediatechnologies Holdings, LLC

*Randall J. Seaver*

Date:

By: (Signature of Officer)

Randall J Seaver

Title:

CEO

### Licensee's Certification

Based upon all the information available to us, including all information and facts obtained through our own investigation, the Licensee has concluded that the Applicant is a small business concern within the requirements of the Small Business Investment Act of 1958, as amended, and the Regulations of SBA thereunder.

**WARNING:** By signing below, you are acknowledging that the U.S. Small Business Administration (SBA) is relying on this information, and that false statements can lead to criminal prosecution under 18 U.S.C. § § 1014, 1031, 3571, and other statutes, with fines in excess of \$1,000,000 and imprisonment of up to 30 years, and civil fraud damages of three times the Government's loss.

Licensee Name:

Valesco Fund II, LP

Date:

By: (Signature of Authorized Official)

Daniel H. Moore

Title:

Managing Partner

**PLEASE NOTE:** The estimated burden for completion of this form, including gathering the information and completing and reviewing the response, is 10 minutes. You are not required to respond to this information collection if a valid OMB control number is not displayed. If you have any questions or comments concerning this estimate or other aspects of this information collection, please contact the U.S. Small Business Administration, Chief, Administrative Information Branch, 409 3rd Street, S.W., Washington, DC 20416, or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, DC 20503. (OMB Control Number: 3245-0172). If you have any questions or comments concerning this estimate or other aspects of this information collection, please contact the U.S. Small Business Administration, Chief, Administrative Information Branch, 409 3rd Street, S.W., Washington, DC 20416, or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, DC 20503. (OMB Control Number: 3245-0172). **PLEASE SUBMIT OR RETAIN THE COMPLETED FORM ACCORDING TO THE INSTRUCTIONS ABOVE. PLEASE DO NOT SEND FORMS TO OMB.**

## Tab 5 – Products and Services

### ***Warranty.***

All standard products manufactured by Mediatechnologies LLC, unless otherwise covered by a product specific guarantee and or warranty, are guaranteed against defective material and workmanship for a period of five (5) years from the date of purchase.

Mediatechnologies LLC does not warranty any product or hardware which has been installed incorrectly, exposed to high humidity, moisture and extreme temperatures for long periods, excessive loads, misuse, abuse or was not manufactured by Mediatechnologies LLC.

We will repair or replace, at our discretion, any defective item without cost to our customer. This is customer's sole and exclusive remedy against us. No delay in shipment or delivery shall give rise to any liability for damages whatsoever. We are not liable for defects caused by customer or any third party. Customer is not authorized to make any repairs whatsoever or to deduct any amount from the purchase price.

In no event shall our liability under this warranty exceed the purchase price. In no event shall we be liable for incidental, special or consequential damages. We disclaim all other warranties, express or implied, as to any matter whatsoever, including without limitation, quality, design, performance, specifications, samples, condition, merchantability and fitness for any particular purpose. No action may be commenced for breach of this warranty more than six months after the cause of action accrues and any such action may only be brought in the county of Oceana, State of Michigan.

**Prices:** All prices are F.O.B. the factory. Prices and specifications are subject to change without notice. Prices do not include applicable taxes, special handling or installation charges. Possession of a price list is not an offer to or agreement to sell. We reserve the right to change prices without notice. We are not responsible for typographical errors. In the event a price or description is found to be incorrect, the correct information will be communicated to you when the order is received.

**Credit Terms:** Open account status is only granted after a completed credit application is received and approved.

**Payment Terms:** Terms for open account are net 30 days. Terms for orders without open account will be determined by Mediatechnologies LLC on an order-by-order basis and may require prepayment or a 50% deposit with order and the balance prepaid before shipment.

**Orders:** Orders must be in writing. Faxed orders are acceptable. Processing of orders will not begin until a signed acknowledgment is received.

**Acknowledgments:** Orders are accepted, manufactured and invoiced based on written acknowledgments issued by Mediatechnologies LLC. All orders are considered correct as acknowledged. Notify Mediatechnologies LLC immediately of any order discrepancies. Acknowledged orders may not be changed or canceled without written consent from Mediatechnologies LLC.

892 Industrial Park Dr. • Shelby, MI 49455  
Phone: 231-861-2194 • Fax: 231-861-6687  
www.mediatechnologies.com  
sales@mediatechnologies.com

mediatechnologies®

**Changes to orders:** Changes to orders already in process may be subject to a fee covering the cost to make the requested change. If a fee is necessary a written authorization of acceptance will be required. All requests for changes are subject to approval by Mediatechnologies LLC.

**Cancellation of orders:** All orders received by Mediatechnologies LLC are considered firm and cannot be canceled without our approval. A cancellation fee may be required based upon cost incurred by Mediatechnologies LLC prior to receipt of a cancellation request.

**Returns:** Returns are not accepted without a Return Goods Authorization issued by Mediatechnologies LLC. Unauthorized returns will not be accepted. Returns may be subject to a restocking fee.

**Shipping Terms:** All orders will be shipped F.O.B. shipping point with freight charged collect. Shipping weights listed are net.

**Routing:** Shipments will be routed “best way” or as specified. Instructions will be followed as closely as possible, however, Mediatechnologies LLC reserves the right to make changes due to local conditions or other circumstances.

**Freight Damage:** Legal title to merchandise passes to the buyer upon acceptance by the carrier. All cartons must be carefully inspected at the time of delivery. Visible damage should be noted on the delivery receipt. In the case of concealed damage, the carrier must be notified within (5) days. It is the buyer’s obligation to seek recourse against the shipper.

**Shortages:** Shipments should be inspected upon receipt for shortages. Shortages must be reported to Mediatechnologies LLC in writing within (5) days of receipt.

Shipping Address:  
mediatechnologies®  
892 Industrial Park Drive  
Shelby, MI 49455

***Furniture Categories.***

A/V Furniture  
Cafeteria  
Classroom/Educational (not dormitory)  
Conference or Breakroom/Training  
Library  
Lounge/Reception  
Office  
Science Lab  
Seating/Chairs  
Tables/Meeting Conference Rooms  
Work Stations

892 Industrial Park Dr. • Shelby,MI 49455  
Phone: 231-861-2194 • Fax: 231-861-6687  
www.mediatechnologies.com  
sales@mediatechnologies.com

mediatechnologies®



## Tab 8 – Value Added Products and Services

### *Custom product design and manufacturing*

Mediatechnologies offers a very broad range of standard furniture products. Even with a range so broad, it is not always possible to meet the unique requirements that sometimes are present in our business partners' (customers) projects. Mediatechnologies approaches this situation, when it arises, as an opportunity instead of an obstacle. For our business partners, we will custom design furniture solutions to meet their application, style, material architectural and/or price point needs. Mediatechnologies' reputation has been built on our ability to provide customer furniture solutions to our customers.

### *Project and space planning*

For qualifying projects, Mediatechnologies will provide project and/or space planning which can include consultation on furniture choices, costing and 2D & 3D drawings in addition to full color renderings of project spaces. We can also provide consultation on material, fabric and color selection for your project

### *Fabrics and finishes*

Mediatechnologies offers an incredibly large selection of high-pressure laminates, melamines, finishes for oak and maple veneers, PVC banding colors, powder coat colors and thermoplastics. This collection of finishes is rivalled only by our very large selection of graded-in fabrics. We will also source a required material finish or fabric if it is not in our range.

# Tab 9 – Innovation

## *Past Innovation*

**Materials and fabrics:** Mediatechnologies offers what can be, arguably, the largest selection of fabrics and finishes of any furniture manufacturer. We maintain strong advantageous relationships with our vendors who are the top providers in the industry. Our offerings are constantly being reviewed and updated. At the very least, once a year, items are removed or added to keep the collection current and attractive for our customers. As a result, our offerings are always fresh and new additions provide us with new opportunities for coordinating and/or contrasting finishes to achieve the result our customer desires.

**Expansion of facilities:** Mediatechnologies has experienced tremendous growth over the past 10 years. In order to stay of ahead of the challenges that come with growth, we have acquired local properties and expanded the size of one of our manufacturing facilities. The expanded manufacturing facility initially provided additional warehouse space and today houses our robotic inventory system and robotic saw and seating assembly areas. The new properties will serve as warehouse space and the new marketing and showroom center, respectively.

**Restructuring and reorganizing facilities to increase throughput:** Expansion of our largest manufacturing facility has provided us with an opportunity to completely reorganize the flow of materials and products through the facility, enabling us to increase throughput and manufacturing capacity.

**Acquisition of Robotics:** Mediatechnologies has invested in manufacturing robotics to gain efficiencies, increase throughput and increase capacity.

**Line acquisition:** Mediatechnologies acquired popular seating lines from izzy+. These lines helped to expand the strength of our product offerings and fill in some gaps in our seating line.

**Software:** Mediatechnologies has made the decision to standardize on Microvellum woodworking software to enhance its Engineering department throughput and accuracy and CET for layout, design and project work. The CET product allow customers to utilize our library for their project layout and design. Internal departments utilize the software's rendering capabilities.

**Innovation by Necessity:** It comes as no surprise that the recent pandemic forced many businesses to “think differently” about a good many things. The flexibility and expanded area of availability that was created through remote work has expanded the available pool of talent. Mediatechnologies, which is situated in a limited-labor-pool area, has embraced the benefits afforded by remote work to locate and employ team members from around the country in several key positions.

### *Current and future innovation*

**Upholstery brought inhouse:** One of the advantages of a furniture manufacturer located in West Michigan is that there are many vendors located nearby. Unfortunately, the reason they are all here is that they serve the “giant” manufacturers of the industry. That relegates smaller manufacturers to a disadvantageous position at times. While we maintain strong relationships with our upholstery vendors, we have also brought a great deal of that work inhouse through the creation of our own upholstery department. The implementation of this department has reduced our reliance on outside vendors and given us greater control over our schedule.

**Strategic Partnership:** In late 2021, Silver Street, Inc. (the legal name of mediatechnologies) was sold to Mediatechnologies LLC. The new ownership group included the owners of Silver Street, Inc. and a new partner. This new strategic partnership will provide Mediatechnologies with the resources necessary to continue to improve and grow as a major influencer, manufacturer and provider of educational furniture for years to come.

**Strategic Personnel:** Mediatechnologies has added key personnel in the areas of strategic development, supply chain management, quality and customer service. On the executive level Mediatechnologies has welcomed its first Chief Financial Officer and first Chief Operating Officer. Additions of key personnel at the executive and managerial levels will bring fresh perspective, experience and insight to the team responsible for guiding the company into the future.

**Process improvement:** In Spring 2022, Mediatechnologies began the training necessary to implement an ERP system company-wide. Through examination of processes, we hope to improve the speed and efficiency necessary to improve what we do, in addition to working to continually improve processes.

## **Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in

compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**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.

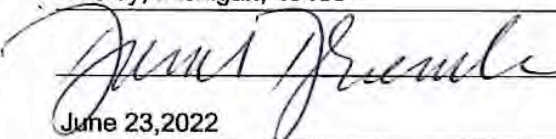
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**Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances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

Offeror: Mediatechnologies

Address: 892 Industrial Park Drive

City, State, Zip: Shelby, Michigan, 49455

Authorized Signature: 

Date: June 23, 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	Mediatechnologies
Print Name	Daniel Driessche
Address	892 Industrial Park Drive
City, Sate, Zip	Shelby, Michigan, 49455
Authorized signature	
Date	June 23, 2022

## **Contractor Requirements**

### **Contractor Certification Contractor's Employment Eligibility**

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

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

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

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

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

### **Fingerprint & Background Checks**

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

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

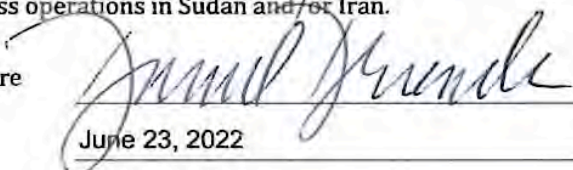
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

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

Authorized signature

Date

  
\_\_\_\_\_

June 23, 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	Mediatechnologies
Address	892 Industrial Park Drive
City/State/Zip	Shelby, MI 49455
Telephone No.	231-861-2194
Fax No.	231-861-6678
Email address	ddriessche@mediatechnologies.com
Printed name	Daniel Driessche
Position with company	Contract Administrator
Authorized signature	

## **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 8<sup>th</sup>, 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](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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