



July 19, 2022

National Cooperative Purchasing Alliance (NCPA)
Region 14 Education Service Center
1850 Highway 351
Abilene, TX 79601

RE: RFP for Furniture, Solicitation# 24-22

It has been a pleasure being able to offer the NCPA contract as an option for our customers to procure their audience seating products since October 2017. Over the past three years we have sold over \$560,000 worth of product using the NCPA agreement. We feel we are just getting started, and look forward to even more sales if awarded this contract. Please accept this letter and documents as Series USA, LLC's official submittal for your Request for Proposal for Furniture, solicitation # 24-22

Series USA, LLC
20900 NE 30th Avenue, Ste 901
Miami, FL 94601
PH: 305-932-4626
[Email: sburgess@seriesseating.com](mailto:sburgess@seriesseating.com)
Website: www.seriesseating.com

Included with this submittal:

- Cover Letter
- Tabs 1-3
- Tabs 4-9
- Tab 10

Thank you for the opportunity to respond to this solicitation, and we look forward to working with you. I, Steve Burgess, will be your main contact for the contract and program information. I can be reached at sburgess@seriesseating.com or 404-386-6495

Sincerely,

A handwritten signature in blue ink, appearing to read "S Burgess", written over a blue horizontal line.

Steve Burgess
Vice President of Sales
Series
USA, LLC

cc. Mauricio Olarte, CEO Series USA, LLC

Corporate Headquarters - SERIES LLC 20900 NE 30th Ave. Suite 903 Miami, Florida 33180- 2100

USA Phone: 1 (305) 932- 4626 Fax: 1 (305) 932 - 4651

www.seriesseating.com

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

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

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

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

- ◆ Force Majeure

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

- ◆ Prevailing Wage

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

- ◆ Termination

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

- ◆ Open Records Policy

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

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

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

Process

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

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

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

- ◆ Past Performance

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

Evaluation Criteria

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

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

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

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

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

Signature Form

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

Prices are guaranteed: **120 days**

Company Name: Series USA, LLC

Address: 20900 NE 30th Ave Suite 901

City/State/Zip: Miami, FL 33180

Telephone Number: 800-706-3598

Fax Number: 305-932-4651

Email Address: molarte@seriesseating.com

Printed Name: Mauricio Olarte

Position with Company: CEO

Authorized Signature: 

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Series USA, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-117, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

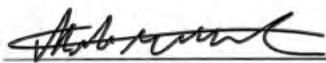
- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will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

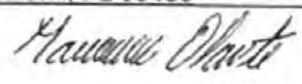
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

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

• General Provisions

- ▶ This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- ▶ Awarded vendor agrees to allow NC PA 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 here under 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: SeriesUSA, LLC
 Name: Mauricio Olarte
 Title: CEO
 Address: 20900 NE 30th Ave Suite 901
Miami, FL 33180
 Signature: 
 Date: July 19, 2021

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

X **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 | Shipments to AK or HI will be FOB the nearest |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | US port, NOT destination. Discounts will |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | remain the same. |
| <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)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

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 Miami, State of Florida.

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

Manufacturer Direct Certified education/government reseller
 Authorized Distributor Manufacturer marketing through reseller
 Value-added reseller Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Maria Breton

Title: Accounting Manager

Company: Series USA, LLC

Address: 20900 NE 30th Ave Suite 901

City: Miami

State: FL

Zip: 33180

Phone: 305-932-4626

Email: mbreton@series seating.com

▪ Purchase Orders

Contact Person: Steve Burgess

Title: Vice President of Sales

Company: Series USA, LLC

Address: 20900 NE 30th Ave Suite 901

City: Miami

State: FL

Zip: 33180

Phone: 404-386-6495

Email: sburgess@seriesseating.com

▪ Sales and Marketing

Contact Person: Steve Burgess

Title: Vice President of Sales

Company: Series USA, LLC

Address: 20900 NE 30th Ave Suite 901

City: Miami

State: FL

Zip: 33180

Phone: 404-386-6495

Email: sburgess@seriesseating.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.

X Yes No

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

X Yes No

Tab 4 – Vendor Profile

Official Registered Name

Series USA, LLC

History

Series Seating is a worldwide leader in innovative design, manufacturing and installation of ergonomic public seating systems. For over 40 years Series Seating has raised the bar in fixed and loose seating and tables by offering state-of-the-art products with cutting edge technology at competitive prices. We are committed to exceeding customer expectations and improving quality of life. This is accomplished by providing the best products possible in today's market, manufactured with the protection of the environment in mind. These values and principles are reflected throughout the Series organization, and can be seen in our products, our people and every business relationship.

Mauricio Olarte, CEO and founder of Series Seating, has earned international recognition over the past quarter century for designing innovative seating and table products that conserve space and reduce the cost of ownership. All Series seats incorporate dynamic ergonomic designs to facilitate “active sitting”, which increases blood circulation and reduces back strain, joint stiffness and muscle strain – even when sitting for long periods of time.

Founded in Bogota, Colombia in 1982 Series Seating's International Corporate Headquarters, including our Design and Engineering divisions, were relocated to Miami, Florida over 20 years ago. Long committed to the United States and other markets around the world, Miami was an obvious choice for our headquarters due to its distinction for worldwide commerce and its convenience to air and sea access. With additional corporate offices in Australia and Colombia, and a global sales force, Series has installed its products in over 40 countries on 5 continents in educational classrooms, lecture halls, auditoriums, arenas, stadiums, performing arts centers, worship facilities, waiting areas and cinemas.

The first Series Seating manufacturing facility was constructed against a mountainside surrounded by beautiful gardens, in Colombia. We truly care about more than just the bottom line and we were “green” before it was fashionable. Our factory was designed with a natural climate control system that offers clean air exchange, water harvesting, natural lighting and an ozone friendly hydro-chlorofluorocarbon-free water only, foam blowing process. All waste products are either reused, donated or completely recycled.

In 2017 Series Seating acquired a 202,969-square foot manufacturing facility in North Carolina to expand our production capabilities. By securing this plant, Series is bringing its manufacturing and distribution closer to our customers, a commitment we take very seriously. Furthermore, by breathing new life into the former Boling Furniture building in



Mount Olive, we are revitalizing the local landscape and impacting the growth of the area economy and work force. Keeping with our heritage, the North Carolina facility will be equipped with state-of-the-art environmentally sensitive machinery and processes. Leaving a small manufacturing footprint while making a positive difference in the community is something we, at Series, strive to live by. Series Seating is ISO certified and all our products are manufactured in-house.

Dun & Bradstreet Number

None Available

Organizational Chart

See Attachment #1- Organizational Chart

Corporate Office Location

Headquarters

20900 NE 30th Avenue, Suite 901

Miami, FL 33180

www.seriesseating.com

Steve Burgess

Vice President of Sales

404-386-6495

sburgess@seriesseating.com

Standard Terms of Payment

35% deposit on product when order is placed

35% due on product when order is shipping

30% due on product after order has been delivered

Installation charges to be paid upon substantial completion of product installation

Competition

Series Seating views any manufacturer who attaches seating or tables to a building as competition. We focus our efforts on supplying high quality architectural seating and table products to all customers who have a need for our product solutions. The design, styling, advanced technology, and quality of our products sets us apart from our competition.

Anticipated Contract Sales Revenue

- Year 1 - \$300,000
- Year 2 - \$600,000
- Year 3 - \$900,000

What Differentiates Series Seating from our Competitors?

Series Seating is a worldwide leader in innovative design, manufacturing and installation of ergonomic public seating systems. For over 40 years Series Seating has raised the bar in fixed and loose seating and tables by offering state-of-the-art products with cutting edge technology, advanced innovation, at competitive prices.

We are committed to exceeding customer expectations and improving their quality of life. This is accomplished by providing the best products possible in today's market, manufactured with the protection of the environment in mind. These values and principles are reflected throughout the Series organization, and can be seen in our products, our people and every business relationship.

Our commitment to continuous innovation and sophisticated product design and development has earned Mauricio Olarte over 35 product utility patents. We not only design our own products we manufacture all of our components in house, including blow molding our own foam for seats and backs This allows us vastly superior control over our product quality and costing giving our customers much better product solutions at very competitive prices.

Series Seating is constantly evaluating new technologies we can utilize to enhance the style, design, quality, and function of our products to benefit our customers. Our contemporary design, attention to detail, product quality and an attitude to always work with our customers for the best installation of our products, is what truly separates us from our competition.

How Series will Market this Contract if Awarded.

- Series Seating has a nationwide team of direct and independent sales people who will support any customer's needs. We have sales specialists who are focused on the Education, Performing Arts and Worship markets which require highly trained and skilled professionals.
- Series will create a specific page on our website dedicated to the NCPA contract and program.
- Series has hired a third-party consultant, CMP Consulting, to assist with maintaining, leveraging and promoting the NCPA contract on a nation-wide basis.

- Where appropriate Series Seating will participate in state and local government trade shows to market and support the NCPA contract.

How Series Seating Intends to Introduce NCPA to our Company.

Series Seating will conduct webinars with our direct and independent sales team members to educate them on the NCPA contract and how to best service its members. We will also utilize our outside consultant to put together an education program on NCPA for not only our sales team but our customer service, project management and other team members who need to be involved.

How Series Capabilities and Functionality for On-Line Catalog/Ordering Website.

The complete customization process of fixed architectural seating and table products does not lend itself to an on-line ordering program. Our website does have content including product information, existing installation photos, service information and a host of other items customers need to make informed purchasing decisions.

We are in the process of working with the best software engineers to provide a configuration tool on our website to assist customers in their search for fixed audience seating. It is our hope to have this configurator completed and operational within the next 12 months. This tool may not allow the customer to order directly from our website but utilize new technologies to assist customers before sales team members get involved.

Customer Service Regarding Customized Products

When you are dealing with a completely customized product, customer service takes on a different meaning and look. It is not practical to have a customer service department to handle calls from customers. Every team member at Series is committed to the highest level of customer service every day. The sales team members are the first level of service working with the customers to identify their needs and offer solutions to those needs. Once a customer makes a decision on what solution is best for them, and issue us a purchase order, then the customer service responsibilities shift to our project management team.

It is then the project manager's responsibility to make sure all of the customer's expectations are met and a timely and successful installation is completed. It is also the project manager's responsibility to utilize all of the company's resources to ensure the highest level of customer service possible. Since all of our projects are completely customized it is our belief that our entire organization is responsible for superior customer service, not just one department.

Green Initiatives

In 2017 Series Seating acquired a 202,969-square foot manufacturing facility in North Carolina to expand our production capabilities. By securing this plant, Series is bringing its manufacturing and distribution closer to our customers, a commitment we take very seriously. Furthermore, by breathing new life into the former Boling Furniture building in Mount Olive, we are revitalizing the local landscape and impacting the growth of the area economy and work force. Keeping with our heritage, the North Carolina facility will be equipped with state-of-the-art environmentally sensitive machinery and processes. Leaving a small manufacturing footprint while making a positive difference in the community is something we, at Series, strive to live by. Series Seating is ISO certified and all our products are manufactured in-house.

Tab 5 – Products and Services

Products

Education



Education



Sports



Sports



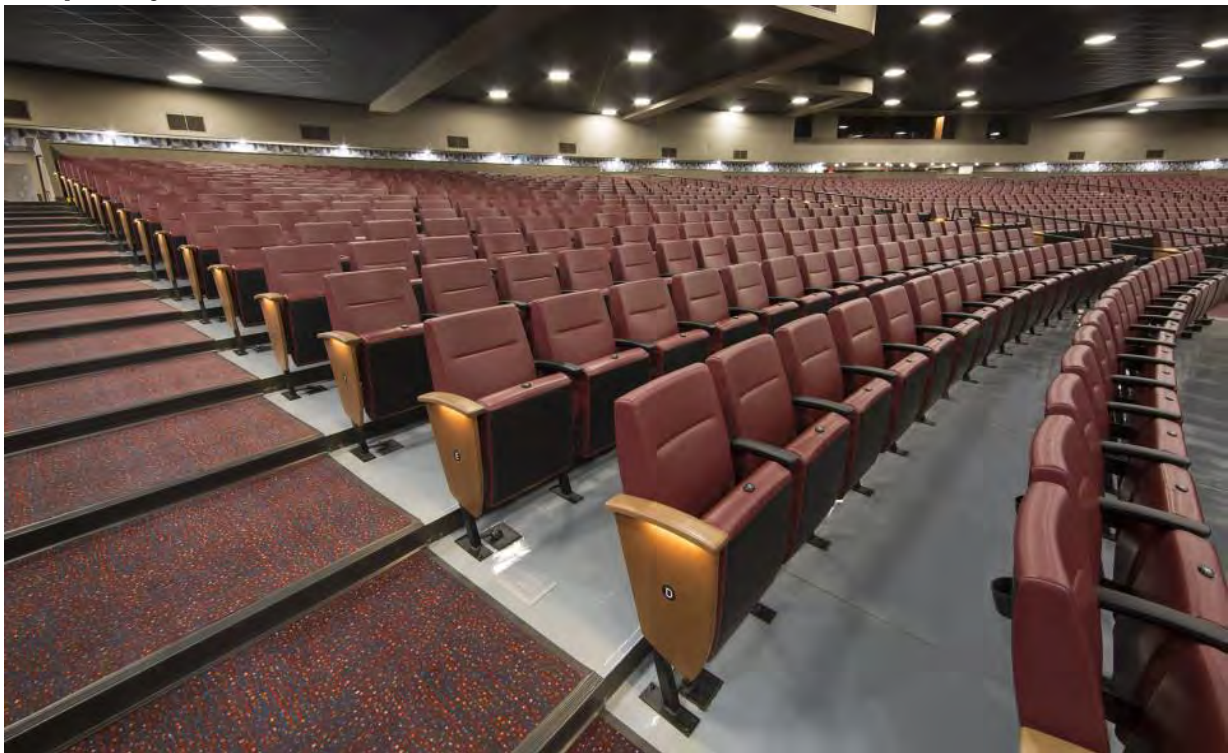
Public Spaces



Public Spaces



Hospitality



Hospitality



Performing Arts



Performing Arts



Worship



Worship



Corporate





Warranty

See Attachment #2- Product and Installation Warranties

Dealer List

Series Seating has an open distribution model. We are open to working with any dealer who understands and can contribute to successful installations of fixed architectural seating and table products. Based on our distribution strategy providing any dealer list would not be beneficial to NCPA or Series Seating.

Tab 8 – Value Added Products and Services

Services

Design / Seat Planning – Series Seating offers a wide variety of design and seat planning options. We will create plans to maximize space efficiency while providing detailed installation drawings for a successful project.

Dedicated Specialized Sales Team – Series Seating has a dedicated professional direct sales team responsible for specific vertical markets. Our sales team focuses on the Education, Corporate, Healthcare, Hospitality, Performing Arts, Worship and Sports markets. Each sales specialist has a vast amount of training, education, and experience bringing extra added value to their customers as a specialized market resource.

Sample Program - When purchasing just the right architectural seating or table solution customers need to see and sit in the products. Series Seating offers a sample program to aid our customers in selecting the right product for their needs. We either have samples readily available in the field, through our national sales team, or samples made with specific fabrics and finishes, per customer specifications, can be ordered as well.

Installation – Series Seating has the capability to handle even the most complex installation requirements anywhere in the country through our network of trained and certified installers. We can provide open shop, prevailing wage or union installation services at very competitive rates.

National Customer Service – Series Seating offers both pre-sale and post-sale customer service to all our customers. We have a trained team of pre-sale customer service members ready to help and assist our client's in selecting the product offering for their specific needs.

Post-Sale Project Management – Series Seating has project management specialists ready to help with all aspects of a client's project installation. From coordinating installation and delivery schedules to handling communications with the install team we are here to ensure a smooth and successful project for all.

Customized Product Offering – Whether you need a standard product modified slightly for your project or a completely new product designed and built, Series Seating offers it all. Our company is highly vertically integrated so we can control every aspect of the supply chain quickly, efficiently and with quality and value cost savings in mind. Our in-

house design team can create any product you may think of for just the perfect solution to your fixed seating and table needs.

Tab 9 – Innovation

Innovation is What Makes Series Seating Who We Are

Series Seating is a worldwide leader in innovative design, manufacturing and installation of ergonomic public seating systems. For over 40 years Series Seating has raised the bar in fixed and loose seating and tables by offering state-of-the-art products with cutting edge technology, advanced innovation, at competitive prices.

We are committed to exceeding customer expectations and improving their quality of life. This is accomplished by providing the best products possible in today's market, manufactured with the protection of the environment in mind. These values and principles are reflected throughout the Series organization, and can be seen in our products, our people and every business relationship.

Our commitment to continuous innovation and sophisticated product design and development has earned Mauricio Olarte over 35 product utility patents. We not only design our own products we manufacture all of our components in house, including blow molding our own foam for seats and backs This allows us vastly superior control over our product quality and costing giving our customers much better product solutions at very competitive prices.

Series not only looks for innovative ways to improve our products for our customers we look to innovation for our team members and green initiatives. A great example of this type of leading innovation was trying to find a way to take a very old building and make better for our team members while helping our environment. In the new facility we bought in 2017 we were looking for a way to keep our team members comfortable while working in the factory. We found this roofing material which had a insulation rating of over R600 and could keep the temperature more consistent in the facility. Even on the hottest days in North Carolina this innovative technology allowed the facility to stay around 73-74 degrees without the assistance of air conditioning or heating units.

Series Seating is constantly evaluating new technologies we can utilize to enhance the style, design, quality, and function of our products to benefit our customers. Our contemporary design, attention to detail, product quality and an attitude to always work with our customers for the best installation of our products, is what truly separates us from our competition.



Attachment #1

Name	Position / Role	Location	Experience
Mauricio Olarte	CEO / President	Miami, FL	41 years
Mauricio H. Olarte	Executive Vice President	Miami, FL	19 years
Steve Burgess	Vice Present of Sales	Atlanta, GA	33 years
Thomas Boyd	Sales Executive Performing Arts & Special Projects	Warsaw, IN	21 years
Gary Bialk	Senior Sales Executive Higher Education, Corporate, Healthcare and Hospitality	Tampa, FL	28 years
Krystal Espinoza	Estimator/ Project Coordinator	Miami, FL	10 years
Ileana Cuni	Project Manager	Miami, FL	19 years
Cathy VanHoose	Project Manager	Grand Rapids, MI	25 years
Daniel Azuero	Project Manager	Bogotá, Colombia/Miami, FL	3 years
Maria Breton	Accounting Manager	Miami, FL	33 years
Carlos Olarte	CFO / CTO	Miami, FL	35 years
Luis Carlos Loaiza	General Manager	Bogotá, Colombia	37 years
Ricardo Mejia	Chief Design Officer	Bogotá, Colombia	16 years
Juan Restrepo	Shipping & Installation Manager	Bogotá, Colombia/Miami, FL	36 years
Jackie Daniel	Product Design Director	Bogotá, Colombia	37 years
Liliana Eslava	Purchasing	Bogotá, Colombia	19 years
Claudia Castiblanco	Factory Project Coordination	Bogotá, Colombia	6 years

Corporate Headquarters - SERIES LLC: 20900 NE 30th Ave. Suite 903 Miami, Florida 33180 – 2100 USA

Phone: 1 (305) 932 - 4626 Fax: 1 (305) 932 - 4651

www.seriesseating.com

SEATING

& INSTALLATION

WARRANTY

SEATING LIMITED WARRANTY

The only Warranty offered on the Series Seating you (the "Customer") have purchased is given by Series, Ltda., the manufacturer of the Series Seating, and is described below:

1. Manufacturer's Limited Warranty

As Customer's sole and exclusive warranty, Manufacturer warrants that the Seating will comply with the Approved for Manufacturing Seating Drawings in all material respects and that all materials and workmanship used in the manufacturing of the Seating will be free from defects for a period of 10 years from the date the installation is substantially completed (the "Warranty").

2. Exclusions

Notwithstanding any other provision of this Warranty or any other agreement seemingly to the contrary, the Warranty shall not be enforceable by Customer unless and until the entire purchase price of the Series Seating has been paid to Series, LLC. The Warranty does not include, and Manufacturer and Series, LLC expressly disclaim any responsibility for damage cause by or resulting from:

- A. abuse, misuse, failure to maintain or negligent;
- B. modifications or alteration of the Seating by another other than an Approved Installer;
- C. installation on floors or risers not meeting the minimum construction requirements;
- D. upholstery materials such as fabric, leather and vinyl, as these materials' warranties vary by manufacturer and are provided by the material manufacturer;
- E. variations in color, grain or texture of wood and other covering materials (due to natural variations over which the manufacturer has no control);
- F. failure to provide a conditioned and controlled environment. Temperature above 80 degrees Fahrenheit or below 45 degrees Fahrenheit, relative humidity below 45% or higher than 65 % and or sudden variations in temperature and humidity may warp, crack, split the wood components and deteriorate finish materials rapidly, and,
- G. accessories that are considered to be of a consumable nature such as bulbs, aisle lights and transformers.

3. Claims

All Warranty claims must be submitted to Manufacturer in writing within thirty (30) days of the date any defect is discovered or reasonably should have been discovered, or the Warranty shall be void as to that claim. All Warranty claims will be processed and resolved by Series USA, LLC, acting as agent for the Manufacturer. Warranty claims must be sent via nationally recognized overnight courier to Series USA, LLC, 20900 N.E. 30th Avenue, Miami, FL 33180.

4. Customer's Own Material (C.O.M.).

If the Series Seating includes a fabric, surface or finish material not in Manufacturer's standard finish offering ("C.O.M."), regardless of whether the C.O.M. is purchased by the Customer or Contractor or is purchased by the Manufacturer on their behalf, and if Manufacturer has determined that the material is feasible for manufacturing and has agreed to use the C.O.M.:

- A. series shall have no responsibility for the condition, quality, value, performance, physical properties, or any other aspect of the C.O.M.;
- B. series shall have no liability for any damages, injuries, or losses to Customer or to any third party caused by any C.O.M., and Customer shall hold Series and its affiliates harmless for all such liability;
- C. all fabrics that feature repeating patterns or lines will be applied vertically, unless the Customer requests otherwise in writing, and
- D. the delivery date for the Seating is subject to delays by the C.O.M. vendor, which delays might require a Change Order.

5. Non-Transferable

The Warranty runs only in favor of Customer or, if Customer is not the current owner of the Project, in favor of both Customer and the current owner of the Project, subject to all of the limitations, terms and conditions set forth herein. Otherwise, the Warranty is not transferable or assignable, voluntarily or by operation of law.

6. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY DESCRIBED ABOVE, THE MANUFACTURER, SERIES AND ALL SERIES AFFILIATES DISCLAIM AND CUSTOMER HEREBY WAIVES ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND OF MERCHANTABILITY.

7. Limited Damages

CUSTOMER HAS WAIVED AND SERIES, LLC (INCLUDING THE MANUFACTURER AND ALL SERIES AFFILIATES) SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY AND ALL INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LIABILITY FOR PERSONAL INJURY, IT HAVING BEEN SPECIFICALLY AGREED THAT THE SOLE OBLIGATION UNDER THE WARRANTY OR OTHERWISE SHALL BE FOR THE MANUFACTURER TO REPLACE OR REPAIR THE DEFECTIVE SERIES SEATING.

8. Limited Liability

WITHOUT IN ANY WAY LIMITING THE EFFECT OF THE TWO PRECEDING SUBPARAGRAPHS, CUSTOMER HAS AGREED THAT ANY DAMAGES FOR WHICH SERIES, LLC, THE MANUFACTURER OR ANY SERIES' AFFILIATES SHALL BE FOUND LIABLE IN CONNECTION WITH OR ARISING OUT OF THE SERIES SEATING SHALL BE LIMITED TO THE PRICE ACTUALLY PAID BY CUSTOMER TO SERIES, LLC FOR THE SERIES SEATING.

INSTALLATION LIMITED WARRANTY

The only Warranty offered on the seating installation services provided to you (the "Customer") by Series USA, LLC (the "Work"), is described below.

1. Limited Warranty

As Customer's sole and exclusive warranty, Series USA warrants that the Work will comply with the drawings provided by the manufacturer of the Series Seating in all material respects and that all materials and workmanship used in the Work (other than the Series Seating) will be free from defects for a period of 10 years from substantial completion (the "Warranty"). All capitalized terms that are not specifically defined in this Warranty shall have the meanings ascribed to them in the agreement pursuant to which Customer contracted for the Work.

2. Exclusions

Notwithstanding any other provision of this Warranty or any other agreement seemingly to the contrary, the Warranty shall not be enforceable by the Customer unless and until Customer has paid for the Work in full. Additionally, the Warranty does not include, and Series USA hereby expressly disclaims any responsibility for, damage cause by or resulting from:

- A. abuse, misuse, failure to maintain or negligent;
- B. modifications or alteration of the Series Seating by anyone other than an Approved Installer;
- C. installation on floors or risers not meeting the minimum construction requirements; and
- D. failure of the Project to conform to the requirements of the Seating Drawings.

3. Claims

All Warranty claims must be submitted to Series USA in writing within thirty (30) days of the date any defect is discovered or reasonably should have been discovered, or the Warranty shall be void as to that claim. Warranty claims must be sent via nationally recognized overnight courier to Series USA, LLC, 20900 N.E. 30th Avenue, Miami, FL 33180.

4. Non-Transferable

The Warranty runs only in favor of Customer or, if Customer is was not the owner of the Project to perform the Work was executed, in favor of both Customer and the owner of the

Project at the time such agreement was executed, subject to all of the limitations, terms and conditions set forth herein. Otherwise, the Warranty is not transferable or assignable, voluntarily or by operation of law.

5. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SERIES USA HAS DISCLAIMED AND CUSTOMER HAS WAIVED ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE AND OF MERCHANTABILITY.

6. Limited Damages

CUSTOMER HAS WAIVED AND SERIES USA SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY AND ALL INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LIABILITY FOR PERSONAL INJURY, IT HAVING BEEN SPECIFICALLY AGREED THAT SERIES USA'S SOLE LIABILITY UNDER THE WARRANTY OR OTHERWISE SHALL BE TO CORRECT DEFECTS IN THE WORK.

7. Limited Liability

WITHOUT IN ANY WAY LIMITING THE EFFECT OF THE TWO PRECEDING SUBPARAGRAPHS, CUSTOMER HAS FURTHER AGREED THAT ANY DAMAGES FOR WHICH SERIES USA SHALL BE FOUND LIABLE IN CONNECTION WITH OR ARISING OUT OF THE WORK SHALL BE LIMITED TO THE PRICE ACTUALLY PAID BY CUSTOMER TO SERIES USA FOR THE WORK.



SERIES[®]

S E A T I N G

SERIES USA

Corporate Headquarters

20900 NE 30th Avenue

Suite 901

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Tab 10 – Required Documents

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

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.

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: Series USA, LLC

Address: 20900 NE 30th Ave, Suite 901

City, State, Zip: Miami, FL 33180

Authorized Signature:  _____

Date: July 19, 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: Series USA, LLC

Print Name: Steve Burgess

Address: 20900 NE 30th Ave Suite 901

City, State, Zip: Miami, FL 33180

Authorized Signature:  _____

Date: July 19, 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

JULY 19, 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: Series USA, LLC

Address: 20900 NE 30th Ave Suite 901

City / State/ Zip: Miami, FL 33180

Telephone No.: 305-932-4626

Fax No.: _____

Email Address: sburgess@seriesseating.com

Printed Name: Steve Burgess

Position with Company: Vice President of Sales

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 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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