

STEEP STEEL

CONSULTING & MANAGEMENT

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Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

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

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

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

- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

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

◆ Miscellaneous

- Either party may cancel this contract for cause (“Cause”) in whole or in part by providing written notice to the other party. For the purpose of this Agreement, “Cause” is defined as (i) conviction of a crime involving moral turpitude, an intentional act of fraud, theft, misappropriation or embezzlement, or (ii) Vendor’s repeated willful failure to perform services hereunder. For purposes of this Agreement, an act, or a failure to act, shall not be deemed willful or intentional, unless it is done, or omitted to be done, by Vendor in bad faith. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

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

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

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

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

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>SteepSteel, LLC</u>
Address	<u>1095 Evergreen Circle, Suite 200</u>
City/State/Zip	<u>The Woodlands, TX 77380</u>
Telephone No.	<u>855-783-3566 (855-STEEL-66)</u>
Fax No.	<u>855-783-3566 (855-STEEL-66)</u>
Email address	<u>management@steepsteel.com</u>
Printed name	<u>James Kennedy</u>
Position with company	<u>Founder and CEO</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 1, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and SteepSteel, LLC (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 1, 2019, referenced as Contract Number 01-94, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Professional Consulting Services for Wireless Technologies;

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 monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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


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

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

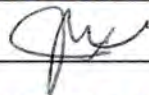
◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: April 1, 2019

Vendor:

SteepSteel, LLC
 Name: James Kennedy
 Title: Founder and CEO
 Address: 1095 Evergreen Circle, Suite 200
The Woodlands, TX 77380
 Signature: 
 Date: March 15, 2019

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

◆ **Residency**

- Responding Company's principal place of business is in the city of The Woodlands, State of Texas

◆ **Felony Conviction Notice**

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

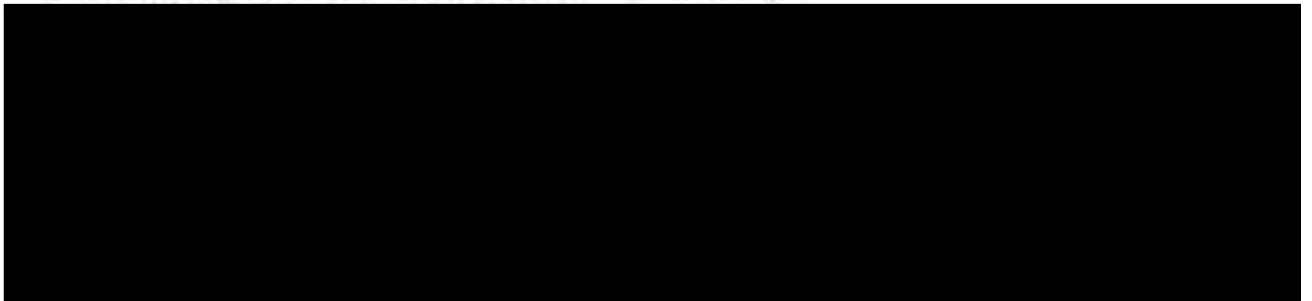
◆ **Distribution Channel**

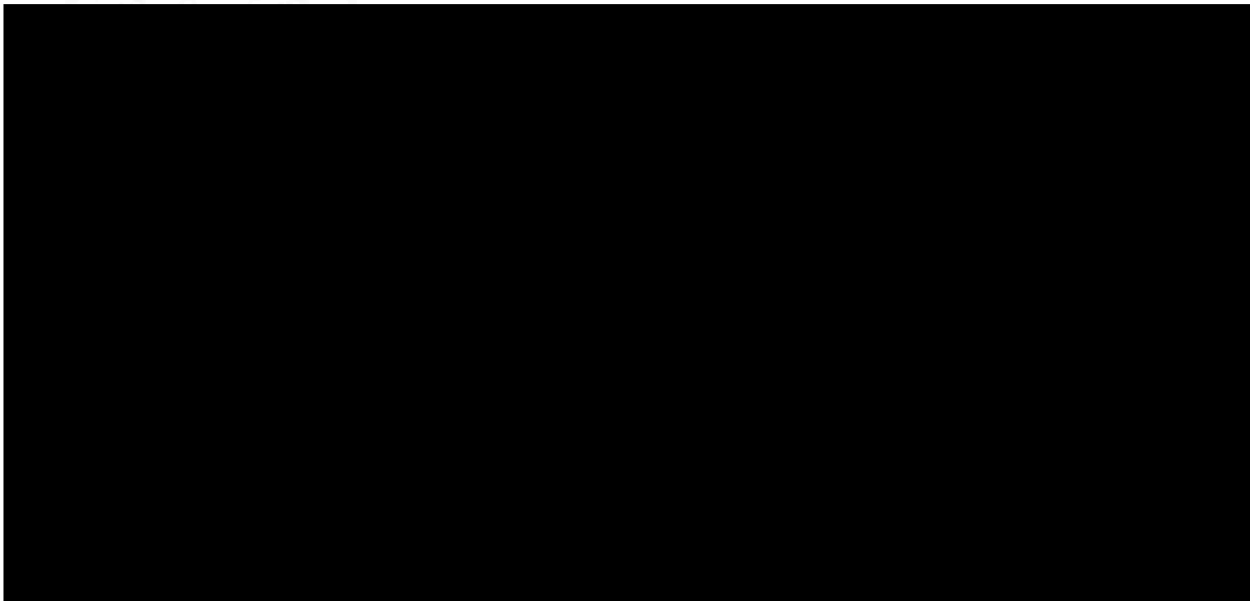
- Which best describes your company's position in the distribution channel:

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

◆ **Processing Information**

- Provide company contact information for the following:





◆ Pricing Information

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

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 - Vendor Profile

Company's official registered name.

SteepSteel, LLC

Brief History:

Prior to SteepSteel's official founding in 2015, its founder (James Kennedy), acted as a wireless telecom consultant to a wide variety of private, corporate and government landlords, as well as attorneys, real estate professionals and investors going back to 2003. Mr. Kennedy is now regarded by many to be one of the leading specialists related to wireless telecommunications agreements and associated infrastructure in the country, while SteepSteel has become among the nation's premier wireless telecommunication agreement audit, consulting, management, marketing and auction firms as well as a tremendous information resource.

SteepSteel was founded by Mr. Kennedy with the intent of developing a bona-fide national wireless telecommunication agreement marketplace, wherein information pertinent to wireless telecommunication agreements and associated infrastructure would become widely available and disseminated, as a benefit to SteepSteel clients, as well as those just seeking a way to become better informed about wireless telecommunication agreements and the market in its entirety.

Before SteepSteel, all wireless telecommunication agreement transactions and associated real estate transactions were (and largely still are) completed on a "one-off" basis, with little in the way of comparable information or transparency, as most wireless telecommunication agreement information is/was controlled by the major tower companies and wireless carriers causing almost all wireless telecommunication agreements (and associated) transactions to be negotiated by landlords and/or consultants almost blindly.

Fortunately, with the development of this category by NCPA, government agencies / districts, non-profits, educational institutions / districts, and tribal governments will no longer be forced to develop their own RFPs for this category, which – in the opinion of SteepSteel management – was prone to be fraught with errors, mis-statements of objectives / requirements, combined with a limited understanding by most agencies / districts issuing the RFPs about either the processes by which the wireless telecom industry operates to effectively communicate with the appropriate parties, or about the methods and technical understanding required when drafting the RFP to achieve the desired result.

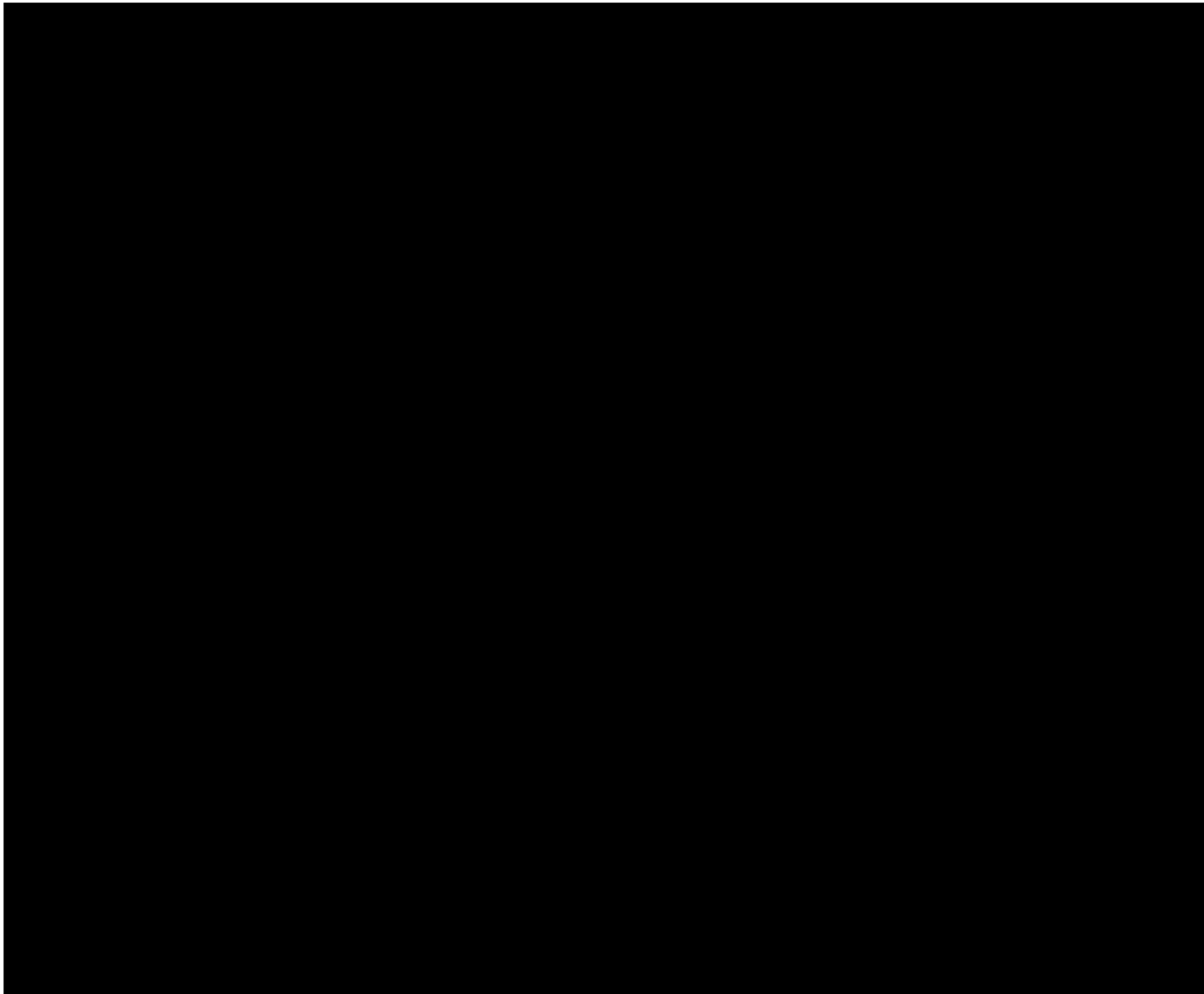
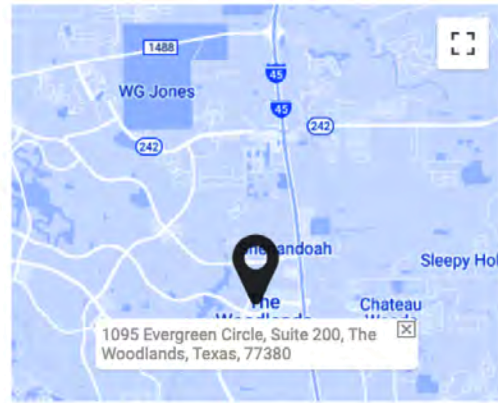
SteepSteel and its wholly-owned affiliate, NationalWirelessRegistry.com, ("NWR") hope to (in conjunction with NCPA) transform the existing cumbersome, fragmented market into a true, comprehensive, and cohesive wireless telecommunication agreement marketplace (in particular for the government side as RFPs are largely required), similar to what Realtor.com, Zillow.com, Loopnet.com, and CoStar.com have done to real estate nationally.

Ultimately, once this RFP is awarded and the interested Members become aware of this new alternative, unlike perhaps any other issued previously by NCPA, this contract has the opportunity (and the likelihood) of revolutionizing and refining an entire industry.

Tab 4 - Vendor Profile

Corporate headquarters location:

The Woodlands, TX Office
Corporate Headquarters
1095 Evergreen Circle, Suite 200
The Woodlands, Texas 77380



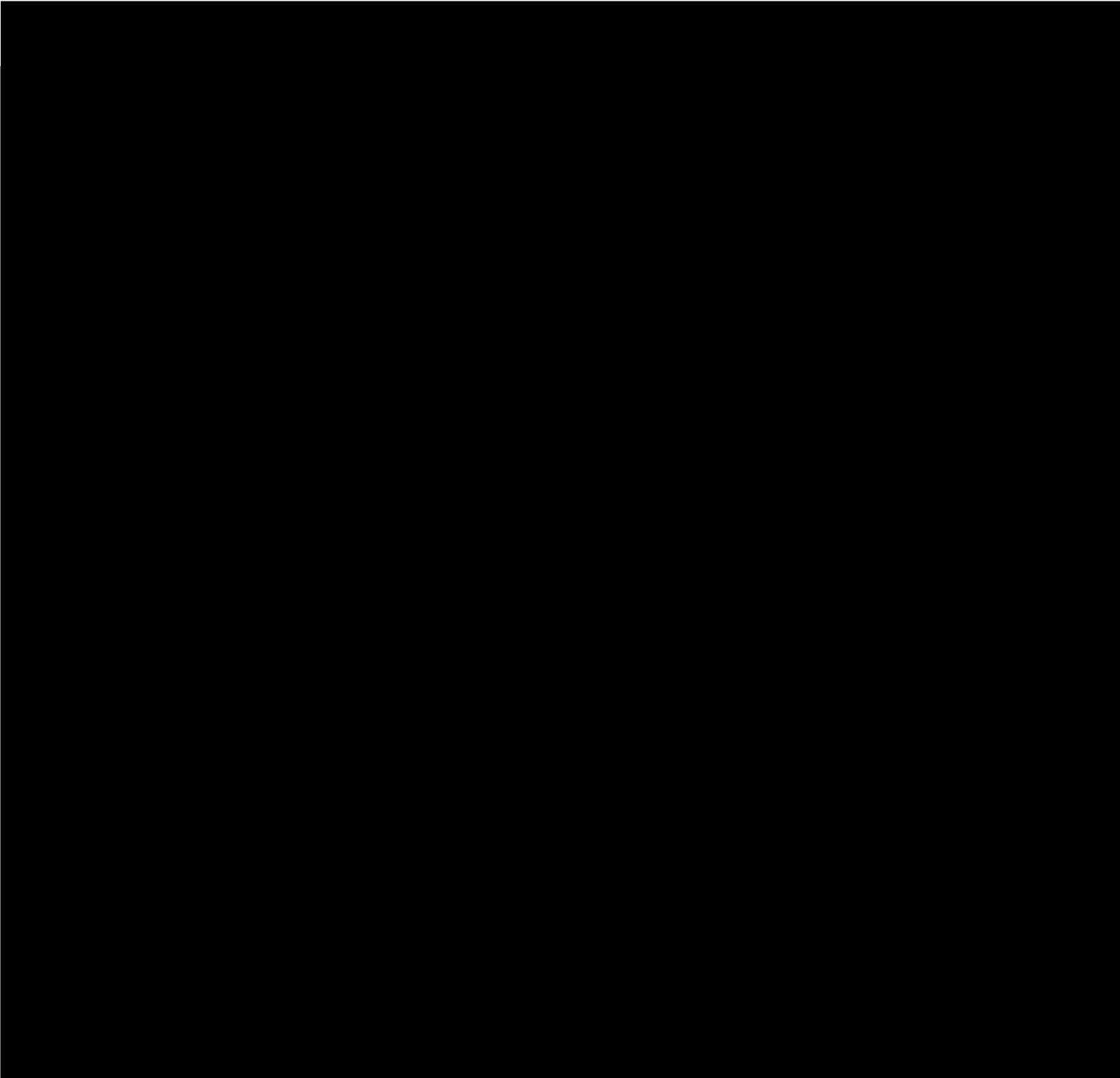
Tab 4 - Vendor Profile

Define your standard terms of payment.

Net 30 SteepSteel for contract rates. Close of escrow for Auction Event sales.

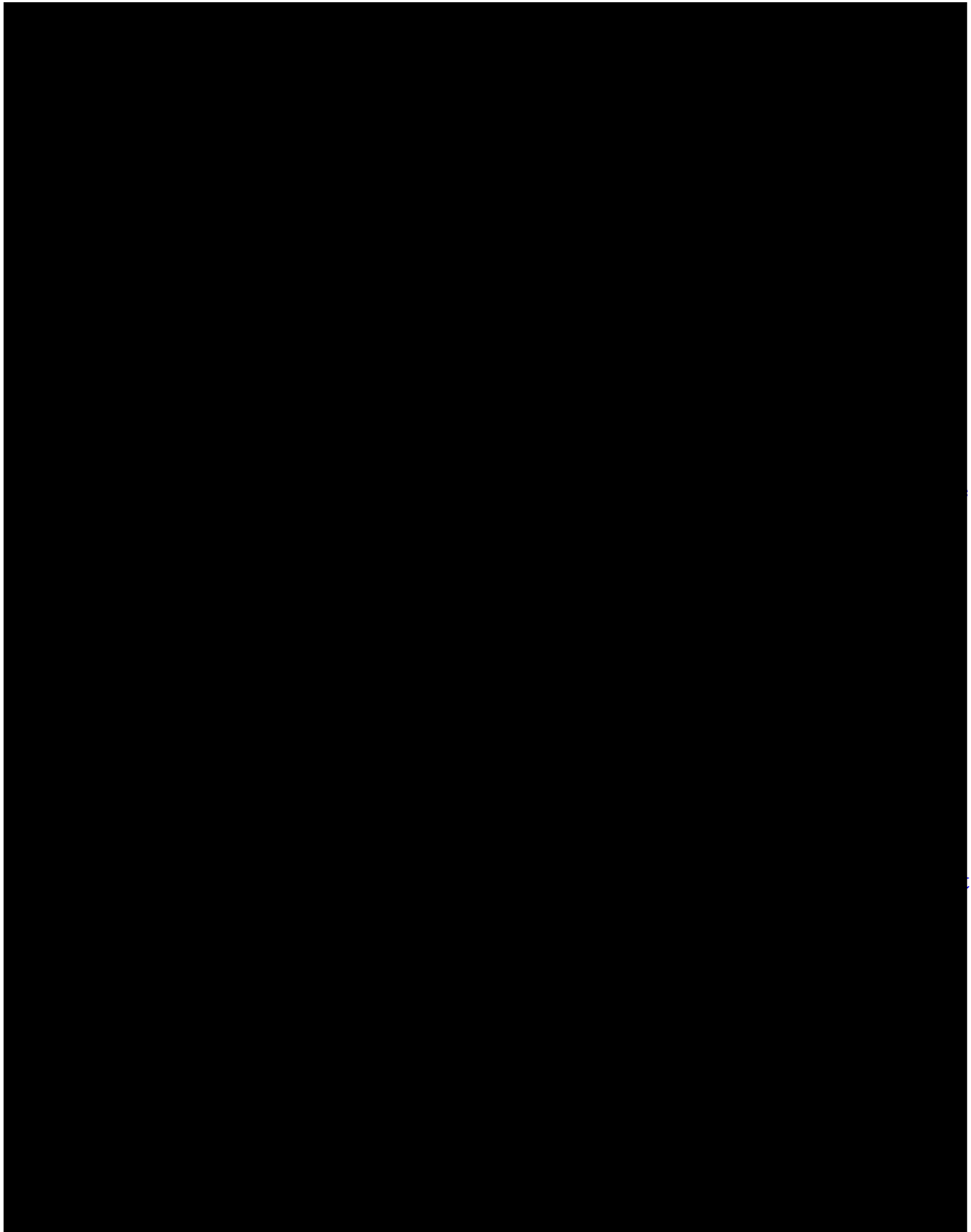
Please refer to SteepSteel's NCPA Pricing Schedule located in Tab 7 ("Pricing").

Who is your competition in the marketplace?



Tab 4 - Vendor Profile

What differentiates your company from competitors?



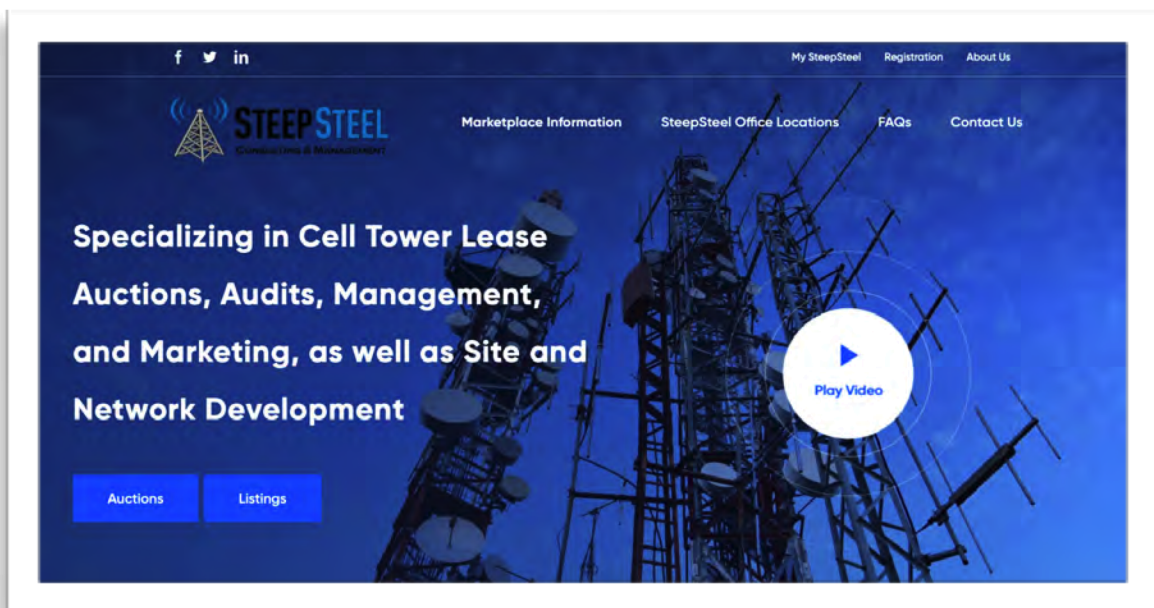
Tab 4 - Vendor Profile

Result

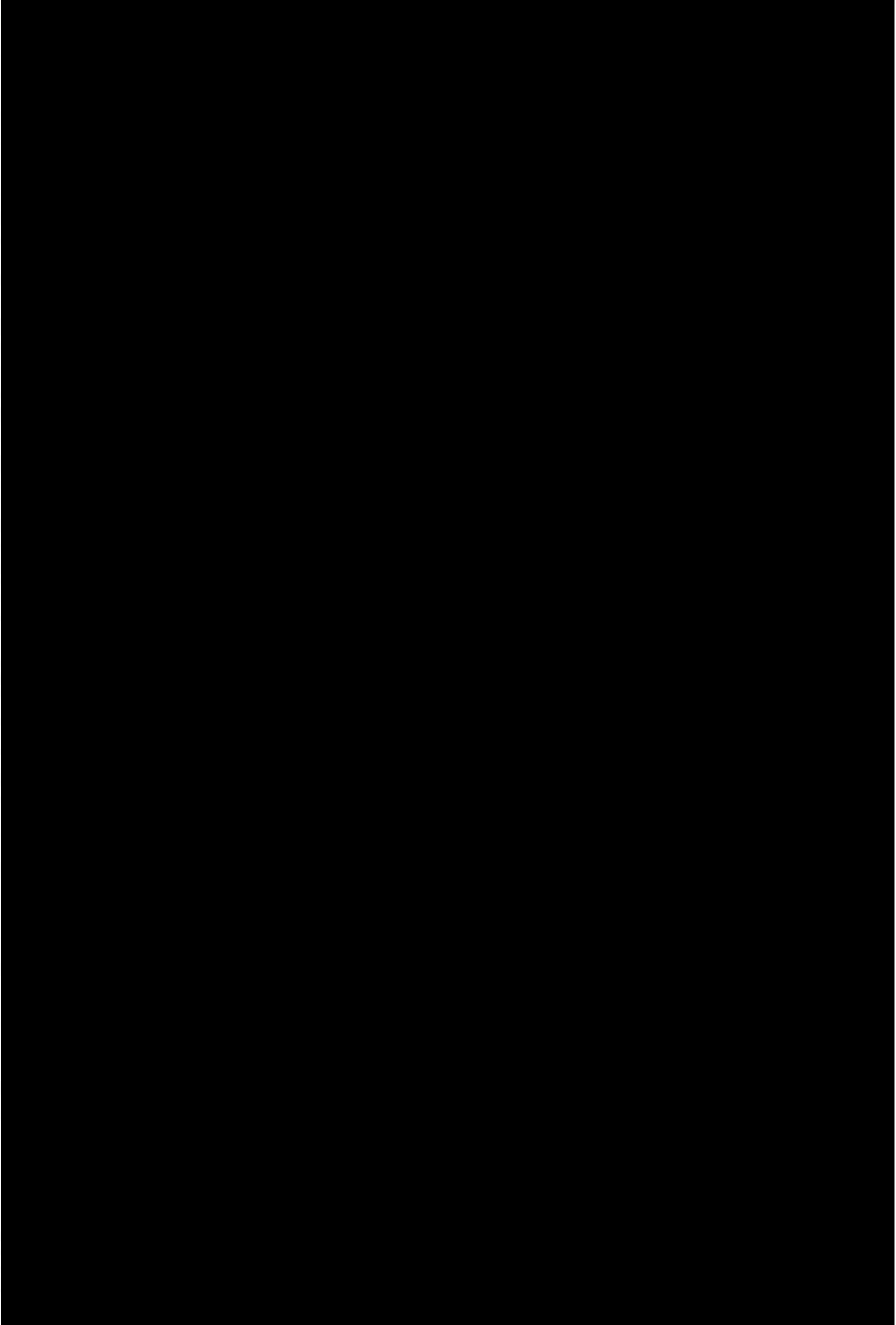
As a result of the above, in 2015, SteepSteel was founded. SteepSteel can best be described as a market disruptor with the intent (and now the ability) to “provide a peek behind the telecom industry curtain” and “level the playing field” on the opaque wireless telecommunications industry, wherein the big industry players have historically held a significant competitive advantage with respect to information about wireless agreements, payment histories, infrastructure specs, etc.

To put this in perspective, imagine purchasing a property without a broker, an MLS (or [Realtor.com](#), or Zillow or Loopnet) or possessing any knowledge of comparable values, rent values, etc. from which to gauge an offer...to say the least it would be very difficult. That is the equivalent of the current and historic wireless marketplace for most NCPA Members (whether or not they realize it).

Now, in 2019, SteepSteel manages what is likely the largest private database of wireless telecommunications agreements in the country along with associated amendments, surveys, payment histories, etc. This information is a tremendous resource when negotiating terms, pricing and sale values with carriers, tower companies (and aggregators) who previously forced landlords and associated consultants to negotiate blindly (in the absence of significant, verifiable data).



Tab 4 - Vendor Profile



Tab 4 - Vendor Profile

Describe how your company will market this contract if awarded.

Currently, SteepSteel has prepared a multi-pronged approach to communicate with the public, our affiliates and NCPA Members regarding a contract award which will include, but may not be limited to the following:

- Website and SEO
- NCPA logos prominently displayed throughout the SteepSteel website
- SteepSteel website information, new SteepSteel “NCPA” video and informational downloads
- Website link to NCPA website
- Periodic webinars
- SteepSteel Blog, videos and informational emails
- Press releases
- SteepSteel social media (Facebook, Twitter, Linked-In, Etc.)
- Targeted online and print advertising to reach NCPA Members
- Periodic government and tribal government trade shows / conferences
- SteepSteel write-ups / interviews in industry publications
- Trade shows / conferences
- Public speaking opportunities
- And last, but not least, placement of NCPA logo on all SteepSteel marketing materials

In addition to the above, SteepSteel management will provide a “kick-off” webinar to announce our contract award to interested NCPA Members as well as to interested members of the telecommunications industry media.

Describe how you intend to introduce NCPA to your company.

SteepSteel has significant proprietary information / methods that will be distributed to our staff and contractors via:

- Onsite and / or online training
- SteepSteel website information and downloads
- SteepSteel instructional videos
- SteepSteel Blog and informational emails
- Contractor service line and email support
- SteepSteel’s social media presence with accounts on Linked-In, Facebook, Twitter and more.

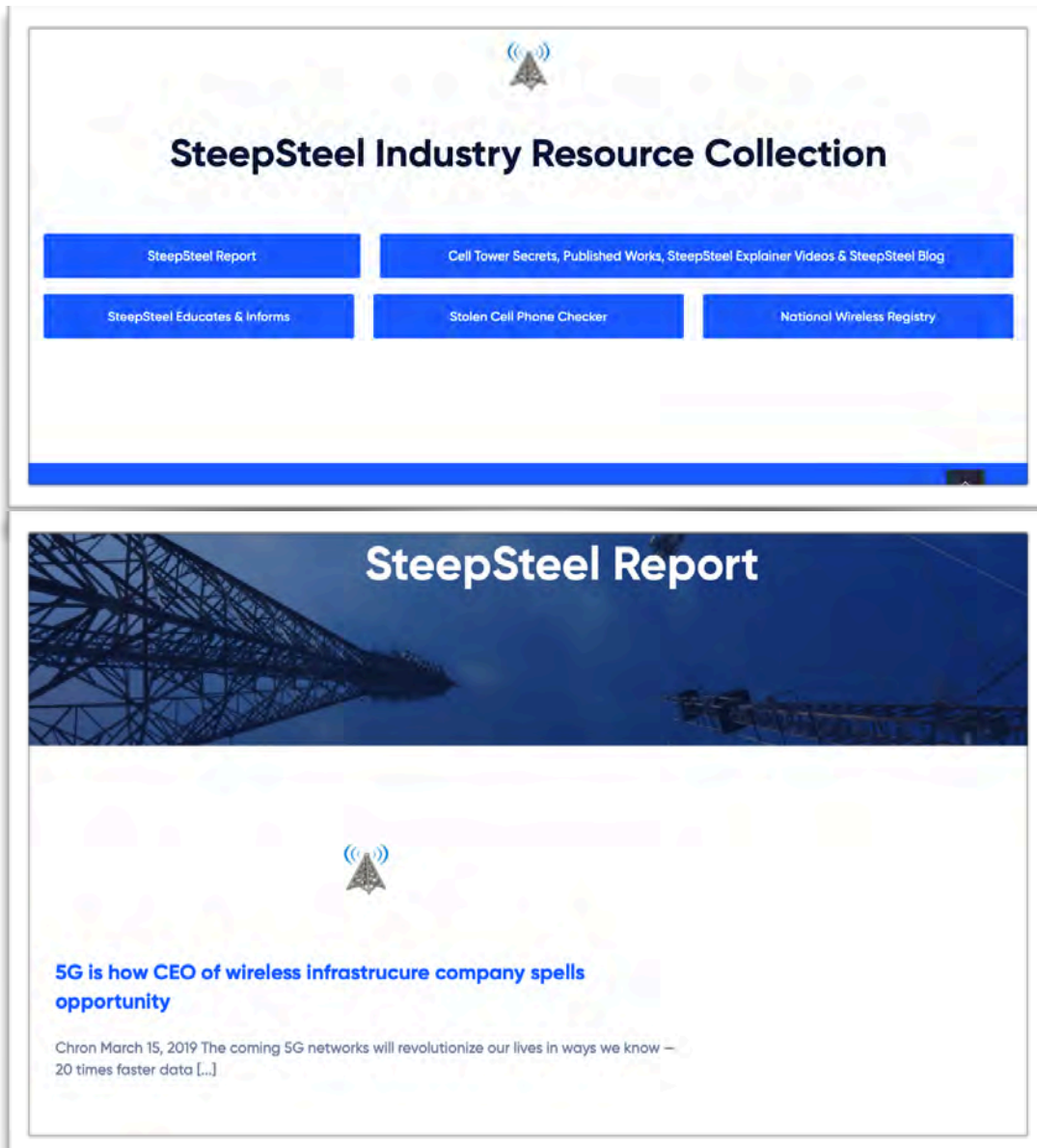
In addition to the above, SteepSteel management will provide a “kick-off” webinar to announce our contract award to our staff and management around the country (as they operate from several locations throughout the country to better coordinate with our clients).

Tab 4 - Vendor Profile

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

StepSteel offers the only online wireless telecommunications agreement auction and listing marketplace in the United States, which also features:

- StepSteel Educates & Informs (a collection of industry websites)
- StepSteel Report (a daily collection of wireless telecom news from around the globe)
- StepSteel Blog
- StepSteel Explainer Videos
- and a collection of recent articles and an e-book written by StepSteel Founder and CEO, James Kennedy (see in Tab 10 - Addenda).



Tab 4 - Vendor Profile



SteepSteel Blog

- 10**
03, 2019
Government agencies and districts: Small cell/5G considerations and concerns
If the above picture got your attention, I'm glad, because that's what may happen in your area if you are [...]
- 27**
02, 2019
Lease Sale Value Variables and Value Ranges
Property owners and real estate & legal professionals should understand just how many things can make a difference in a [...]
- 18**
02, 2019
Lease Duration and Early Termination Provisions
Despite what many people like to characterize as a long-term lease, cell tower leases are typically structured as a 5-10 [...]

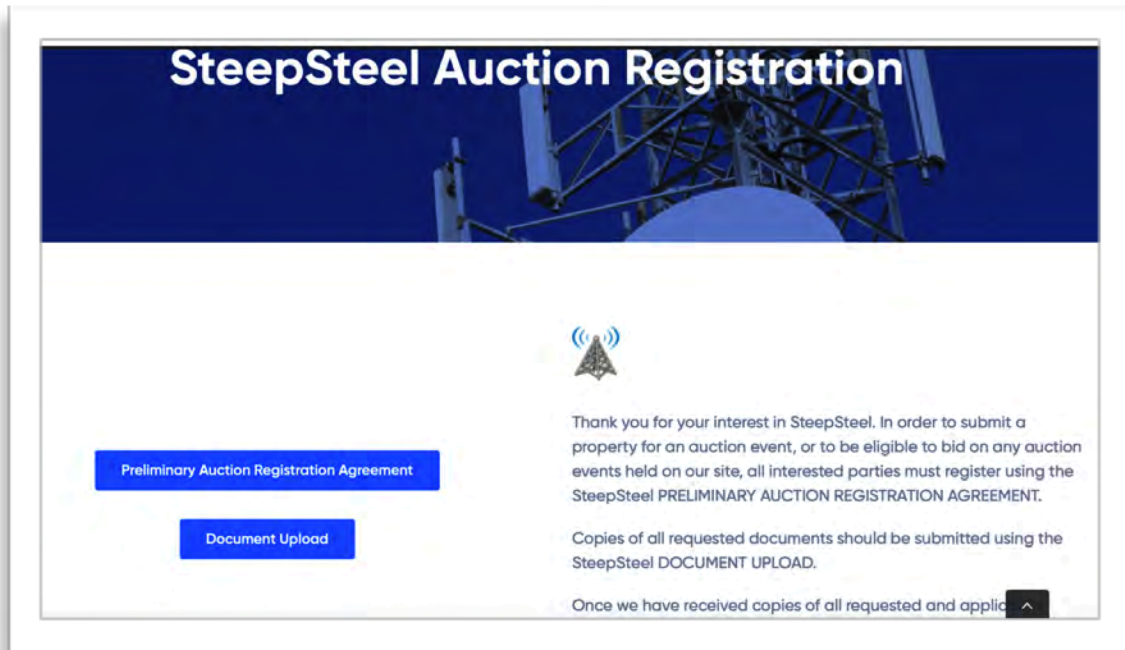


SteepSteel Explainer Videos

- Government Agencies and Districts
- Legal and Real Estate Professionals
- Churches and Nonprofits
- Private Landlords and Investors
- Management and Audits
- Document Upload

Tab 4 - Vendor Profile

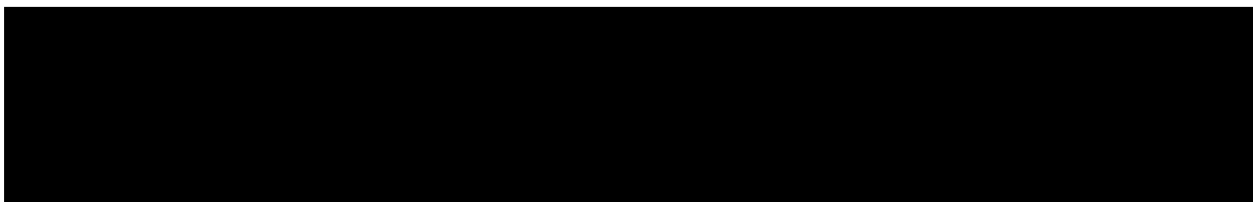
Members can also register for the website and auctions, and can upload and execute all necessary documents to immediately begin working with SteepSteel. Member orders for a single Auction Event Package or Wireless Agreement Evaluation Package may be placed online with the appropriate discount available by including coupon code “NCPA”.



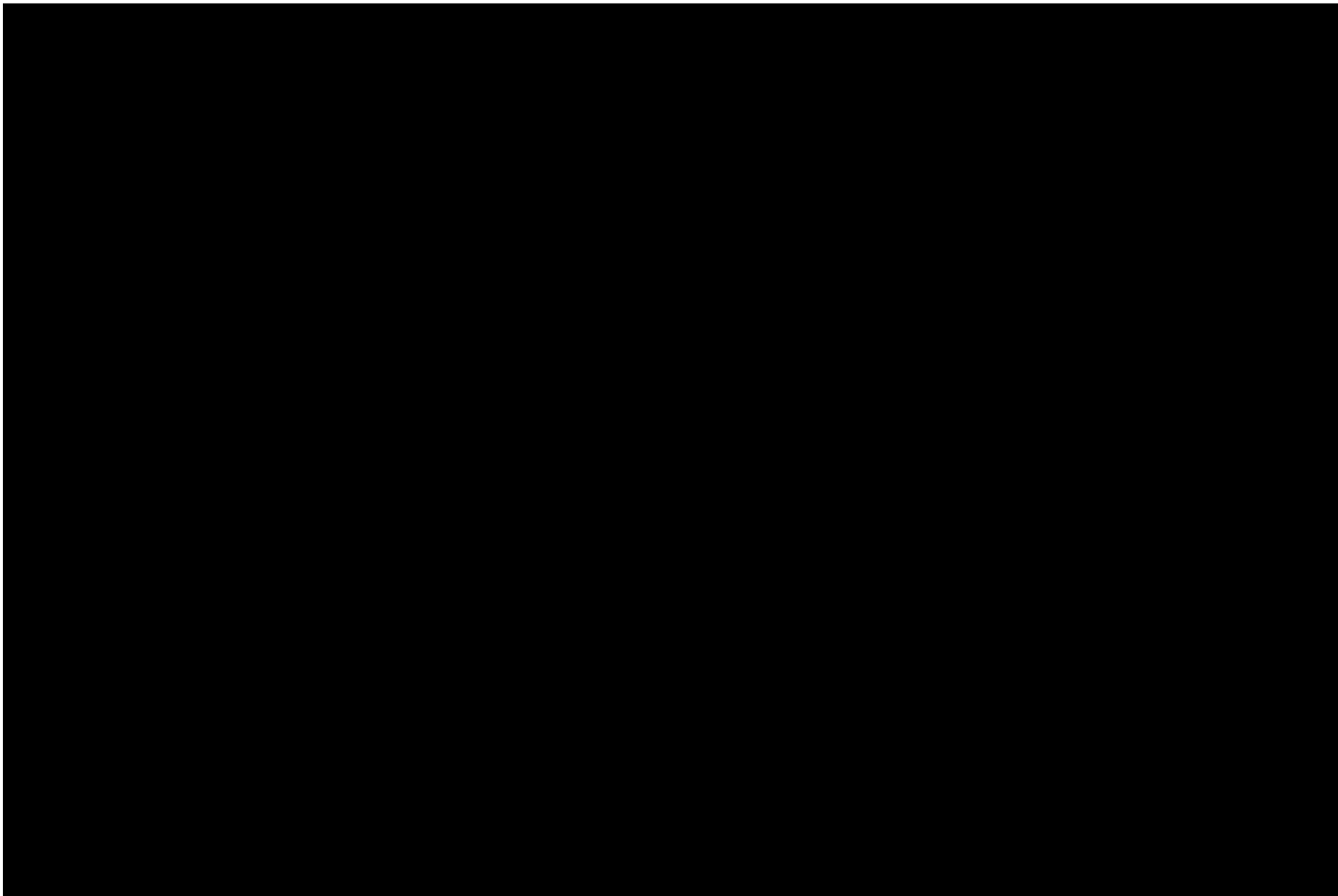
The SteepSteel.com website is served by redundant servers, the latest in security and firewalls, and historic downtime hovers about .01% (1 in 10000).

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

SteepSteel’s headquarters is located in the Woodlands, TX with business hours from 9am -5pm (Central) M-F. SteepSteel has a sophisticated phone system, including a dial by name / department directory, and features a live operator to assist callers with basic questions 24 hours a day, 7 days a week. Calls to all locations are routed through SteepSteel’s main number 855-STEEL-66 (855-783-3566) and delivers messages to staff and management on weekends and after business hours.



Tab 4 - Vendor Profile



We strive to answer all emails and voicemails within one (1) business day and most often within a few hours.

Contact Us

Please reach out to us with any questions or concerns you may have related to wireless agreements and associated infrastructure.

Got questions? Let us know!

Whether you want to learn more about the various types of wireless...

Contact Form

Your Name (required)

Your Email (required)

Subject

Tab 4 - Vendor Profile

Green Initiatives

SteepSteel is committed to keeping our carbon footprint to a minimum, from recycling whenever possible, to constructing our new headquarters location according to LEED certification standards, to reducing unnecessary vehicle trips and flights (instead using FaceTime, Google DUO, Skype and conference calls whenever possible) and asking that employees choose car sharing or car pooling services, and allowing employees to work remotely (thereby eliminating unnecessary travel).

We pride ourselves in having a mostly paperless office by incorporating digital record keeping, distributing memos and other communications electronically, and printing double-sided whenever possible. Informing our employees and encouraging them to incorporate many energy efficient, recycled/reusable products, and environmentally friendly cleaning supplies into their day and home is also apart of our business practice.

Please refer to Tab 10 (“Addenda”) to view our Green Initiatives.

Vendor Certifications (if applicable)

Although SteepSteel management is not aware of any licenses or certifications for the wireless consultant marketplace (despite the highly specialized nature of the market), as in many respects, the industry is in its infancy in terms of recognition and organization, and is really a compilation of skillsets including technology/telecom, finance, real estate, and law, and which requires an in-depth understanding of each.

To review copies of SteepSteel Management’s licenses, certifications and biographies, please refer to Tab 10 (“Addenda”).

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Tab 4 - Vendor Profile

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Tab 5 - Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Professional Consulting Services for Wireless Technologies categories. List all categories along with manufacturer that you are responding with:
 - A. Procedures for establishing the fair market value of wireless telecommunications facilities (e.g. small cells, microcells, cell towers and rooftop antennas) installed or located by private parties upon local and state government-owned real property or upon private property.
 - B. Solutions for local and state governments to respond to federal and state legislation providing for the installation and operation of small cell facilities within the public right-of-way, including but not limited to lobbying activities, local regulation, asset and revenue preservation, and marketing and revenue opportunities.
 - C. Strategies for local and state governments and private landowners to protect and preserve the value of their wireless facilities and related real property interests in light of technological advances and changed in federal and state laws.
 - D. Procedures for identifying and marketing local and state government-owned real property assets, capital improvements, and public rights-of-way to a broad audience of wireless carriers and tower companies.
 - E. Procedures for identifying and marketing privately-owned real property assets, capital improvements, and public rights-of-way to a broad audience of wireless carriers and tower companies.
 - F. Employment of a user-friendly and comprehensive program or system to competitively market and sell local government-owned or privately-owned wireless facilities and related property interests to wireless carriers, tower companies or private investors.
 - G. Development of a community master plan and comprehensive regulatory scheme for cellular and telecommunication facility deployment within the jurisdiction of a local or state government.
 - H. Mechanisms for increasing a local or state government's bargaining power when negotiating the value of, and the terms and conditions governing, a wireless carrier or tower company's installation of wireless technologies on government-owned property.
 - I. Mechanisms for increasing a private property owner's bargaining power when negotiating the value of, and the terms and conditions governing, a wireless carrier or tower company's installation of wireless technologies on privately-owned property.
 - J. Strategies for identifying new or increased local government revenue opportunities associated with

Tab 5 - Products and Services

- current and future wireless telecommunications facilities and related property interests.
- K. Development and implementation of strategies for local and state governments to mitigate the impact of federal and state small cell legislation.
 - L. Identification of real property, buildings, improvements, and public rights-of-way owned or controlled by a local or state government that present new or increased revenue generating opportunities for the agency from the installation or operation of wireless telecommunications facilities.
 - M. Procedures and methodologies for evaluating, assessing, and appraising the value of privately-owned or government-owned wireless equipment, facilities, and related property interests (e.g. licenses, leases, easements, permits, etc.)
 - N. Development of an internet-based system, database, or similar program that facilitates the marketing of government-owned and privately-owned wireless equipment, facilities, and related property interest to a wide audience of wireless carriers, tower companies, and private investors.
 - O. Education and outreach to local, state, and federal officials concerning wireless technologies and their deployment in local communities, including but not limited to the regulatory and revenue impact of federal and state legislation on local governments and private landowners.
 - P. Identifying potential risk factors or benefits arising from unknown or anticipated changes in the wireless telecommunications industry, including mergers, new technologies, changes in government regulations, cell tower decommission or redevelopment, obsolescence, and operating protocol changes.
 - Q. Mechanisms and strategies for facilitating the implementation of FirstNet public safety network within a local government's jurisdictions, including but not limited to identification of government-owned facilities available to support First Net, strategies for "self-funding" necessary infrastructure and facility improvements, and taking advantage of opportunities for public – private partnerships.

All categories A - Q are agreed to by SteepSteel management.

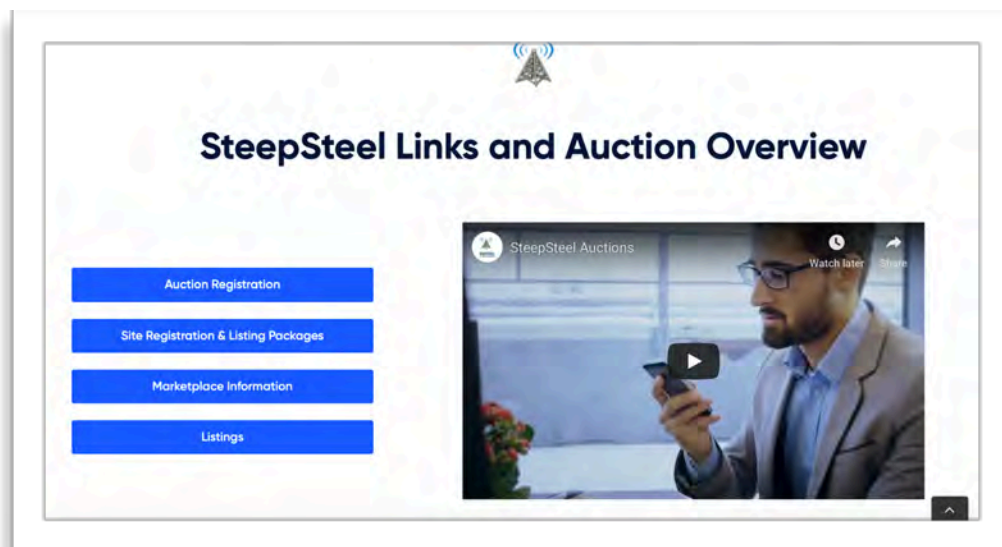
Tab 8 - Value Added Products and Services

Value Added Products and Services

Additional SteepSteel Services

In addition to those services described in the Tab 5 (“Products and Services”), SteepSteel offers the following services to our clients:

- Online auctions of wireless agreements and/or related properties
- Online listings of wireless agreement and/or related properties



- Preparation of wireless telecom coverage maps to aid government clients in the marketing and development of heterogeneous (macro + small cell) networks
- “Value Penalty” is a phrase coined by James Kennedy that discusses the total value lost by selling a wireless agreement independent of the underlying real estate (Lease Stripping) and the relative value of the same piece of property with no wireless agreement or wireless infrastructure. Value Penalty examines whether or not the total value of the property is improved by selling a wireless agreement with the property or without the property, and factors in components of the original wireless agreement terms as well as opportunity costs, environmental considerations, infrastructure penalty and property type among other variables.
- Analyze properties and leases to determine the effects of “lease stripping”, and if such effect exists at all. “Lease Stripping” is a phrase coined by James Kennedy that is defined as the act of selling a wireless agreement independent of the underlying real estate.
- Wireless agreement audits – examination of cell tower leases from execution to current day including all amendments, equipment, land areas, reimbursements, and so on to maximize client lease and revenue values and ensure costly mistakes do not occur (or are at least rectified).

Tab 8 - Value Added Products and Services

- Site studies – evaluation of cell sites pre- and post-development (from lease inception to “as-built” form)
- Expert witness testimony – qualified experts to provide courtroom testimony about wireless telecommunications infrastructure, agreements, development and audits
- Cell tower lease database – SteepSteel operates and manages the one of the nation’s largest privately-owned cell tower lease database for the benefit of our clients (NationalWirelessRegistry.com)



- Wireless infrastructure development, decommissioning and relocation assistance
- Expertise in the different needs of clients in each different sub-category (i.e. Government, Education, Non-Profit, Private, and so on) as the needs of each client and each category are often quite distinct, and such differences require a keen understanding of how to adapt. For example, few churches are going to be concerned about small cells, but they will have a concern about stealth tower placement such that the presence of the cell tower does not detract from the building or the property.
- Consult with government agencies about using wireless agreement monetization as an expedient, less costly and more politically popular alternative to issuing bonds or raising taxes. Another advantage of monetizing wireless agreements is that they can be approved at the council/committee level as opposed to requiring approval by popular vote which is the case when cities chose to issue bonds and taxes.

[REDACTED]

[REDACTED]

Tab 8 - Value Added Products and Services

- [Redacted]

[Redacted]

[Redacted]

[Redacted]

National Wireless Registry, Technologies, Databases, and Financial Models

SteepSteel has also developed a wide variety of proprietary and industry specific technologies, databases, and “industry standard” financial models (collectively “SteepSteel IP”).

Tab 8 - Value Added Products and Services

When any combination of the SteepSteel IP is used in conjunction with National Wireless Registry (“NWR”) data, the outcome provides very precise cell tower lease value ranges using variables that include (but are not limited to):

- Asset location
- Remaining term of lease
- Number of carriers
- Quality carriers
- Tower height and land area
- RoFR (Right of First Refusal)
- Non-compete clause
- Lease area options
- Revenue sharing
- Distance to major artery or highway
- Monthly or periodic payment
- Population density around tower
- Traffic
- Annual or periodic escalator
- Alternative sites
- Mergers and acquisitions (like the currently proposed Sprint —
- T-Mobile merger)
- Zoning
- Conditional use permit duration and type
- Type of tower and amount/type of equipment on site
- “HUB” or “Anchor” site status
- Underlying carrier lease terms
- Guaranteed payments
- and more

In conjunction with the power of SteepSteel’s database of more than 40,000 wireless agreements at NWR and SteepSteel’s regular advertising in outlets such as CoStar, LoopNet, InsideTowers and other industry publications, SteepSteel.com is quickly becoming the de facto market for such transactions.

In fact, among the 40,000+ wireless agreements in SteepSteel’s database from the majority of the largest 1000 U.S. cities (as well as state and federal agencies) SteepSteel has recently received — and is currently reviewing — the wireless agreement information and payment histories from the following agencies for current or future bid submittal:

- | | | |
|--------------------------|--------------------------|--------------------------|
| • Albuquerque, NM | • Bakersfield, CA | • Boulder, CO |
| • Amarillo, TX | • Baton Rouge, LA | • Burbank, CA |
| • Anaheim, CA | • Beaverton, OR | • CalTrans |
| • Anchorage, AK | • Bellevue, WA | • Carson City, NV |
| • Annapolis, MD | • Abilene, TX | • Casper, WY |
| • Aurora, CO | • Billings, MT | • Chandler, AZ |
| • Austin, TX | • Boston, MA | • Charlotte, NC |

Tab 8 - Value Added Products and Services

- Chicago, IL
- Cleveland, OH
- College Station, TX
- Colorado Springs, CO
- Conroe, TX
- Costa Mesa, CA
- Culver City, CA
- Dallas, TX
- Des Moines, IA
- Durham, NC
- Eugene, OR
- Fairbanks, AK
- Fargo, ND
- Fontana, CA
- Ft. Worth, TX
- Glendale, CA
- Green Bay, WI
- Hollister, CA
- Huntington Beach, CA
- Indianapolis, IN
- Indio, CA
- Irvine, CA
- Irving, TX
- Jackson, MS
- Jacksonville, FL
- Kansas City, KS
- Kansas DOT
- Lansing, MI
- Laredo, TX
- Las Cruces, NM
- Las Vegas, NV
- Long Beach, CA
- Los Angeles, CA
- Merced, CA
- Miami, FL
- Milwaukee, WI
- Mission Viejo, CA
- Modesto, CA
- Mountain View, CA
- Norman, OKNorth
County Fire Protection
District (Fallbrook, CA)
- NorthWest Seaport
Alliance (Seattle), WA
- NYC, NY
- Oakland, CA
- Oceanside, CA
- Ohio Dept. of
Transportation
- Oklahoma City, OK
- Omaha, NB
- Ontario, CA
- Orange County, CA
- Orlando, FL
- Overland Park, KS
- Oxnard, CA
- Palm Beach, FL
- Peoria, IL
- Phoenix, AZ
- Pomona, CA
- Port of Houston, TX
- Port of Oakland, CA
- Port of Seattle, WA
- Port of Tacoma, WA
- Portland, OR
- Prescott, AZ
- Providence, RI
- Redmond, WA
- Reno, NV
- Riverside, CA
- Rockford, IL
- Roseville, CA
- Sacramento County,
CA
- Sacramento, CA
- Salt Lake City, UT
- San Antonio, TX
- San Clemente, CA
- San Diego, CA
- San Francisco, CA
- San Jose, CA
- San Mateo, CA
- Santa Ana, CA
- Santa Clara, CA
- Santa Fe, NM
- Santa Monica, CA
- Santa Rosa, CA
- Savannah, GA
- Scottsdale, AZ
- Spokane, WA
- Sugar Land, TX
- Sunnyvale, CA
- Tacoma, WA
- Tallahassee, FL
- Tampa, FL
- Temecula, CA
- Thousand Oaks, CA
- Toledo, OH
- Topeka, KS
- Tucson, AZ
- Union City, CA
- University of Toledo
- US Forest Service
- Utah Transit Authority
- Vallejo, CA
- Vancouver, WA
- Ventura, CA
- Warwick, RI
- Washington Dept. of
Transportation
- Wichita, KS
- Wisconsin Dept. of
Transportation

While it is not necessarily the case that SteepSteel's review of the wireless agreements for the above agencies will result in a contract with any of the agencies, assuming that any of these agencies are (or would be willing to become) a member of NCPA, if SteepSteel is awarded the NCPA contract for *Professional Consulting Services for Wireless Technologies*, the odds of a contract occurring with any of the above-listed agencies most certainly improves.

It should be noted that, SteepSteel management has contacted hundreds of agencies across the United States in the past year and determined that a very small percentage has professional representation for wireless telecommunications agreements or infrastructure.

Tab 8 - Value Added Products and Services

SteepSteel Client File Management

SteepSteel also develops and maintains comprehensive files for each client containing:

- Aerial and/or drone videos and/or photos of wireless sites
- Complete audit files of documents for each site (including all amendments, specifications and payment histories along with known errors)
- Market valuation of each site
- Recommendations for value increase (if any)
- Rental rates and terms for “similar” market sites

The above referenced files can be useful for clients as they are complete, verified and comprehensive.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Tab 8 - Value Added Products and Services

3.

[REDACTED]

[REDACTED]

[REDACTED]

Services Warranty

Vendor warrants that the Services furnished to Member under this Master Agreement or any associated purchase order will (1) conform in all material respects with the specifications contained in the contract documents, (2) be performed using Vendor personnel that have the requisite knowledge, training, skills, experience, qualifications and resources necessary to provide and perform the Services; (3) assuming Member's compliance with this Master Agreement and all laws applicable thereto, be performed in accordance with the then prevailing applicable laws, (4) be performed in a prompt, diligent and professional manner consistent with industry standards and practices, and (5) be free of any claim of infringement or misappropriation.

Tab 8 - Value Added Products and Services

Member Satisfaction

SteepSteel also has a Member satisfaction policy that requires us to make all reasonable efforts to satisfy the Member. Such efforts include, but are not limited to the following:

- Exceeding Member expectations
- Providing our Members with top quality information and advice
- Anticipating the needs of our Members and planning accordingly
- Maintaining excellent Member communication
- Listening carefully and giving full consideration to the requests and concerns of our Members
- Communicating honestly, courteously and knowledgeably
- Providing follow-through for our Members promptly, responsibly and efficiently
- Serving with pride, commitment, and with high ethical standards
- Respecting the individual and encouraging participation

[REDACTED]

[REDACTED]

[REDACTED]

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Tab 8 - Value Added Products and Services

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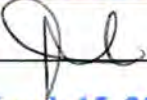
Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>SteepSteel, LLC</u>
Print Name	<u>James Kennedy</u>
Address	<u>1095 Evergreen Circle, Suite 200</u>
City, State, Zip	<u>The Woodlands, TX 77380</u>
Authorized signature	<u></u>
Date	<u>March 15, 2019</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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


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

Business Operations in Sudan, Iran

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

Authorized signature _____


Date _____


March 15, 2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>SteepSteel, LLC</u>
Address	<u>1095 Evergreen Circle, Suite 200</u>
City/State/Zip	<u>The Woodlands, TX 77380</u>
Telephone No.	<u>855-783-3566</u>
Fax No.	<u>855-783-3566</u>
Email address	<u>management@steepsteel.com</u>
Printed name	<u>James Kennedy</u>
Position with company	<u>Founder and CEO</u>
Authorized signature	<u></u>

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

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

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

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

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

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

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

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

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

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

Tab 10 - Addenda

Published Articles Including SteepSteel

"CELL TOWERS: THE LONG-TERM FINANCIAL EFFECTS OF SMALL CELLS COULD BE SIGNIFICANT" (FEBRUARY 2019 THE REAL ESTATE NETWORK MAGAZINE)



"ARE CELL TOWERS LEASES IN YOUR SIGHT?" (FEBRUARY 2018 REALTOR MAGAZINE)



"HOW EVOLUTION OF 5G NETWORKS AND SMALL CELL TECHNOLOGY IS IMPACTING THE MARKET AND VALUE OF CELL TOWER LEASES" (FEBRUARY 21, 2018 AMERICAN CITY & COUNTY MAGAZINE)



OPEN LETTER FROM JAMES KENNEDY TO FCC COMMISSIONER CARR (AS PUBLISHED IN INSIDETOWERS ON MARCH 5, 2018)

STEEPSTEEL COMPANY PROFILE (SEPTEMBER 6, 2018 INSIDETOWERS)



Tab 10 - Addenda

"HOW THE CITY OF SACRAMENTO GOT TO 5G, AND WHAT IT MEANS FOR THE REST OF THE U.S." (APRIL 2, 2018 FIERCEWIRELESS)



"TAMING ANARCHY" (NOV-DEC 2017 CIRE MAGAZINE)



"CELL TOWER LEASES" (JAN-FEB 2015 CIRE MAGAZINE)



Green Initiatives



SteepSteel is committed to supporting an eco-friendly and sustainable environment by minimizing our carbon footprint. Some of our progress includes:

REuse, REduce, REcycle

- Defaulting all printers to double sided printing to reduce paper
- Printing on recycled paper
- Installing water filtration to cut down on bottle water usage
- Recycling used toner and ink cartridges
- Donating used furniture to reduce waste
- Reusing and Recycling electronics to prevent them from entering our landfills

Sustainable Purchasing

- Making smarter purchases with quality products while also helping the environment
- Purchasing recycled products when possible
- Buying from vendors who have sustainability programs in place
- Using reusable bags when shopping
- Purchasing only what we need
- Using more environmentally friendly cleaning supplies



Think "Green"

Energy Conservation

- Construction of our new headquarters location according to LEED certification standards
- Video / teleconferencing to decrease air and car travel
- Powering down machines when not in use
- Energy efficient & motion sensor / lighting to reduce electricity
- Video/teleconferencing to decrease air and car travel and reduce our carbon footprint

*DID YOU KNOW?

<p>The average American household uses nearly</p> <p>70 gallons of water per person per day for bathing, cleaning and other uses in the home</p> <p><small>©University of Missouri, 2014</small></p>	<p>The US healthcare sector is</p> <p>SECOND</p> <p>only to the food industry in contributing to waste production</p> <p><small>©Energy.com/2014/</small></p>
<p>A plant-based diet cuts your carbon footprint by</p> <p>50%</p> <p><small>©Greenpeace.com/2014</small></p>	<p>Americans comprise about</p> <p>5%</p> <p>of the world's population and annually produce</p> <p>27%</p> <p>of the world's garbage</p> <p><small>©Greenpeace.com/2014</small></p>
<p>Most home computers will consume more energy sitting idle than they will in actual use</p>	<p>51%</p> <p>of global greenhouse gas emissions are caused by livestock and their byproducts, while 13% is due to transportation</p>

*Sourced from Gundersen Envision