

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

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; pandemic; 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. Region14 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.

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 \$50 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 (20 points)

- A minimum of ten (10) customer 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, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 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

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

Vasco Sports Contractors

Company Name

4270 Sterilite Street SE

Address

Massillon

City

Ohio

State

44680

Zip

330-832-5151

Telephone Number

330-832-4475

Fax Number

mwilson@vascoasphalt.com

Email Address

Glen Maurer

Printed Name

Vice President

Position


Authorized Signature

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Vasco Sports Contractors ("Vendor").

Recitals

WHEREAS Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 08-43, 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 Athletic Surfacing and Asphalt Maintenance;

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 Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration 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 Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor 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 Contractor 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 Participating 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 Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating 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 Participating 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 Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration 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 Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor 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 Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration 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 Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration 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 Administration 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 Administration Agreement.
- This Administration 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.

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

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Vasco Sports Contractors
Vendor Name

Sarah Vavra
Name

Glen Maurer
Name

Sr. Vice President, Public Sector Contracting
Title

Vice President
Title

5001 Aspen Grove
Address

4270 Sterilite Street SE
Address

Franklin, TN 37067
Address

Massillon, Ohio 44646
Address


Signature


Signature

May 1, 2023
Date

March 23, 2023
Date

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.

Locations Covered

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

<input type="checkbox"/> All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input checked="" type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input checked="" type="checkbox"/> Kentucky	<input checked="" type="checkbox"/> Ohio	<input checked="" type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input checked="" type="checkbox"/> Pennsylvania	

<input type="checkbox"/> All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<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	
<input type="checkbox"/> All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes Maybe No

Unfortunately, Canada is outside of our range of service.

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes Maybe No

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 MWBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Vasco Sports Contractors routinely employee companies registered in the EDGE, MWBE and LEDE programs.

Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Massillon,
State of Ohio.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- 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

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 Contact Information

Contact Person	<u>Matt Wilson</u>
Title	<u>Sports Surfacing Division Manager</u>
Company	<u>Vasco Sports Contractors</u>
Address	<u>4270 Sterilite Street SE</u>
City/State/Zip	<u>Massillon, Ohio 44646</u>
Phone	<u>330-832-5151</u>
Email	<u>mwilson@vascoasphalt.com</u>

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

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
Not Applicable			

TAB 4 VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.
Vasco Asphalt Company, DBA Vasco Sports Contractors
- Brief history of your company, including the year it was established.
See Attached
- Company's Dun & Bradstreet (D&B) number.
074557901
- Company's organizational chart of those individuals that would be involved in the contract.
See Attached
- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
See Attached
- Define your standard terms of payment.
Due Upon Completion / Net 30 for Montly Project Payments
- Who is your competition in the marketplace?
Other Sports Construction Companies
- Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$ \$40M in year one
 - \$ \$42M in year two
 - \$ \$44M in year three
- What differentiates your company from competitors?
See Attached
- Describe how your company will market this contract if awarded.
Marketing will be offered through our website, social media and tradeshow.
- Describe how you intend to introduce NCPA to your company.
Continue comprehensive training of the program and it's benefits.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
N/A
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
Customer Service is Available Monday - Friday 8a-5p
- Green Initiatives (if applicable)

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
- **Anti-Discrimination Policy (if applicable)**
 - Describe your organizations' anti-discrimination policy.
See Attached
- **Vendor Certifications (if applicable)**
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.
See Attached



About Vasco Sports Contractors

About Us

Vasco Sports Contractors' Founder Mike Vinton is recognized as a Certified Tennis Court Builder having joined the American Sports Builders Association (ASBA) in 1997. Vasco Sports Contractors also has on staff a Certified Track Builder, a Certified Synthetic Turf Field Builder along with an additional Certified Tennis Court Builder. Vasco Sports Contractors is the only company in the nation whose staff includes ASBA (American Sports Builder Association) Certified Track, Tennis and Field Builders, ensuring that all work done by Vasco is of the highest quality possible. Vasco Sports Contractors is licensed as an approved general contractor in Ohio, Pennsylvania and West Virginia and is a full service design-build company doing construction management for high schools, colleges, universities, and municipalities in those states.

Our History

Vasco Sports Contractors has been building high quality sports facilities for over 50 years. In 1973 on a tennis court project at the University of Michigan, Mike Vinton became aware of his passion for sports construction. His career started with tennis court construction for high schools and municipalities and grew into development of divisions for running track and athletic field construction. With vision, drive and determination Mike's goal of becoming a leader in sports construction has become a reality in Vasco Sports Contractors.

Vasco Core Values

Victory

We will achieve success with steadfastness and determination

Action

We will be actively involved and charitable in our communities

Stewardship

We will use Godly principles to guide our decisions and our relationships

Commitment

We will attract, develop, empower and retain outstanding people

Outstanding People

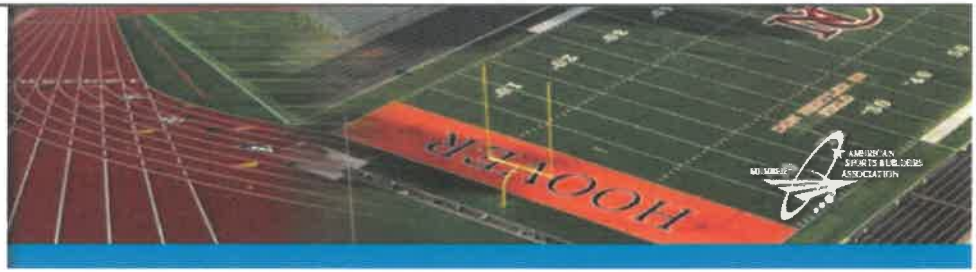
We will provide the highest quality workmanship and service to our customers



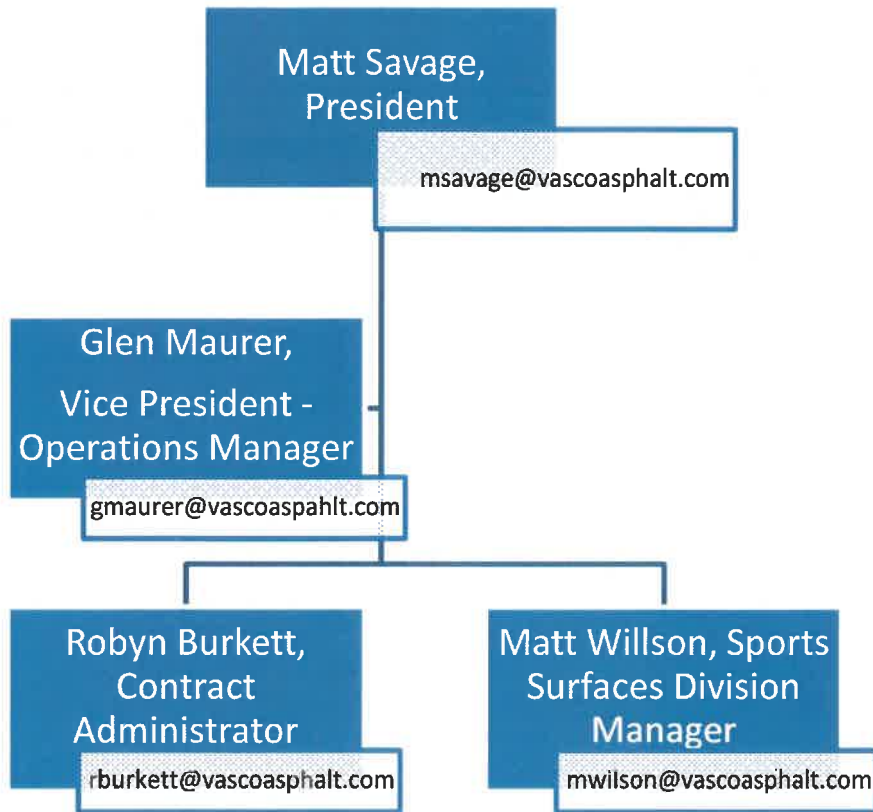
Sports
Contractors

Firm Information

Name of Firm	Vasco Sports Contractors
Corporate Office	4270 Sterilite Street, SE Massillon, Ohio 44646 Phone: (330) 832-5151 Fax: (330)832-4475
Website	www.thevascogroup.com
Contacts	Matt Savage – President msavage@vascoasphalt.com Glen Maurer – Operations Manager gmaurer@vascoasphalt.com
Firm Officers	Matt Savage – President/Secretary Glen Maurer – Vice President Kathy Baker - Treasurer
Founded / Date of Incorporation	1967 / December 7, 1996
State of Incorporation	Ohio



Contract Involvement Contacts





Annual Sales for the Past 3 Years for Only the Following Categories

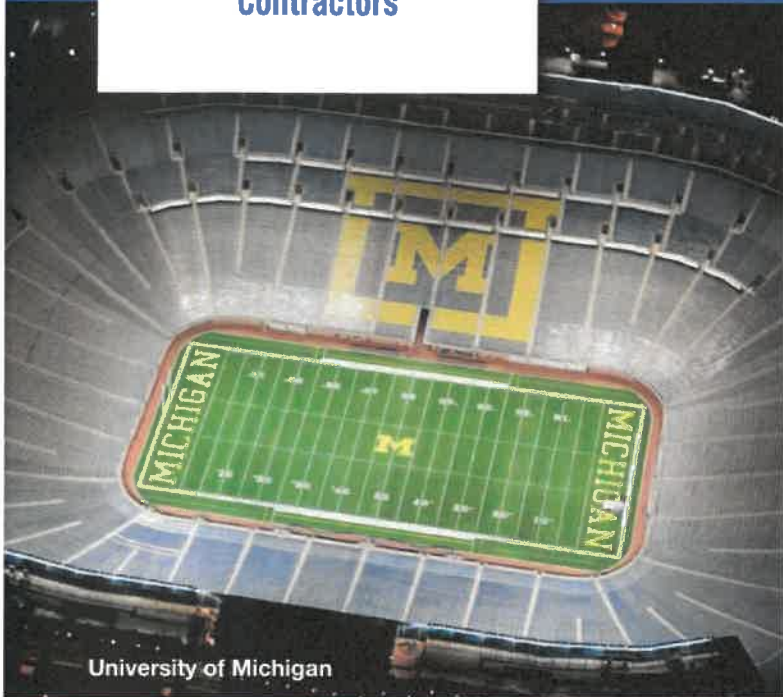
Year	Cities/Counties	K-12	Higher Ed	Other
2020	\$ 682,970.00	\$ 9,123,825.00	\$ 2,969,482.00	\$ 1,133,435.00
2021	\$ 1,356,457.00	\$ 6,796,336.00	\$ 1,014,186.00	\$ 751,287.00
2022	\$ 1,187,090.00	\$ 11,439,559.00	\$ 1,367,456.00	\$ 1,872,996.00



Sports
Contractors

Value. Experience. Performance.

Helping Build on Tradition



University of Michigan



Mylan Park

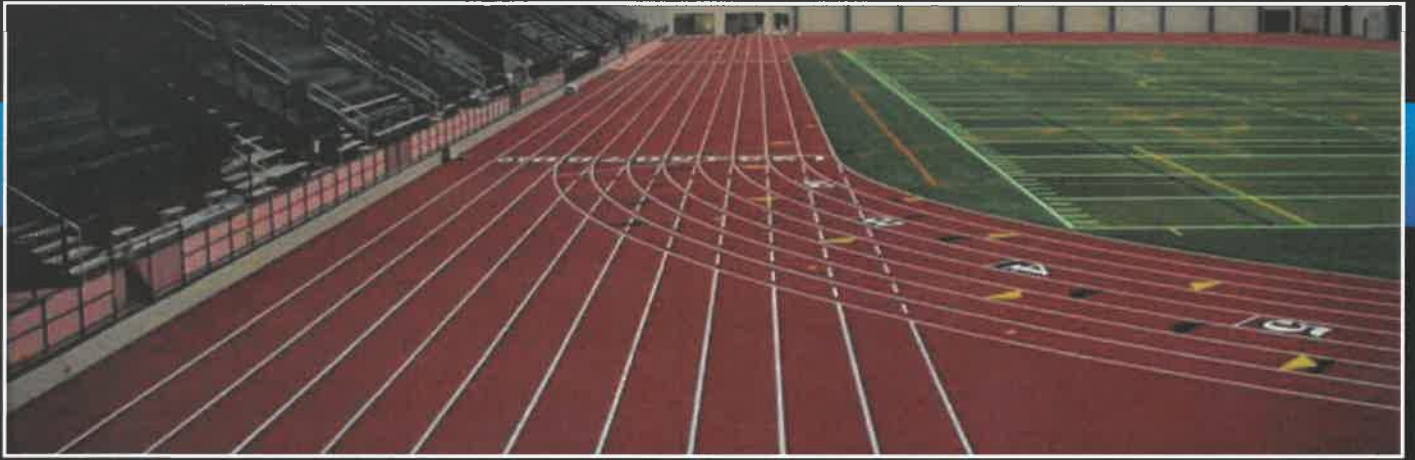


The Ohio State University

Vasco Sports Contractors understand the importance of building outstanding athletic facilities. Our reputation for always demonstrating expertise, professionalism, and great customer service has made us the contractor of choice for some of the biggest names in athletics.

Vasco Sports Contractors offers a turn-key solution that allows us to partner with our clients to design, construct, and manage all facets of a project. This is achieved by Vasco's elite team of professionals, with decades of sports construction experience. We have an un-wavering commitment to quality and in providing high performance athletic facilities, for all levels of competition.

www.thevascogroup.com



SPIRE Institute



Bowling Green State University



University of Toledo



Jackson High School

WHEN PERFORMANCE COUNTS, COUNT ON VASCO SPORTS CONTRACTORS

From start to finish, Vasco Sports Contractors has the experience, responsiveness and innovative laser technology to provide you lasting, cost-effective solutions for your turf field, tennis court, baseball field and running track construction needs. Vasco Sports Contractors also specialize in basketball courts, walking paths and pickle ball courts.

SERVICES

New Sport Facilities Construction

- Design Build
- Project Site Management
- Site Preparation
- Excavating
- Site Utilities
- Drainage Installation
- Asphalt Paving
- Milling

General Contractors

- Expert Project Site Management
- Concern for Details
- Flexibility to Address Field Issues
- Focus on a Quality Finished Product

Restoration and Maintenance of Existing Athletic Facilities and Surfaces

- Stadium Restorations
- All Weather Running Track Replacement / Maintenance
- Artificial Turf Replacement / Maintenance
- Indoor and Outdoor Tennis Court Coating and Maintenance
- Outdoor Basketball Court Coating / Maintenance

Track and Tennis Court Surfacing

- Installation of All Weather Running Tracks
- Indoor and Outdoor Tennis Court Surfacing
- Outdoor Basketball Court Surfacing



Sports Contractors

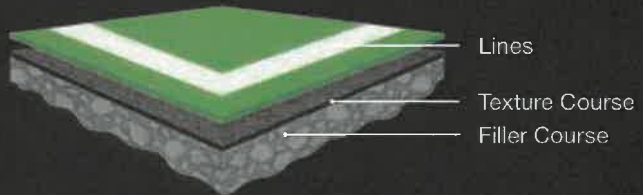
Building Outstanding Surfaces for Work and Play

Vasco is recognized as one of the industry leaders in athletic surfacing. Thanks to Vasco there are running tracks, tennis courts, basketball courts, walking paths and shuffleboard courts all over the country that benefit from durable, state-of-the-art surfaces. We are passionate about delivering top-notch results every time we start a project, which is why we use world-class materials from Plexipave, Plexitrac & Decoturf in every surface we lay down. The high level of expertise, experience, and dedication we bring to each project ensures professional-grade results that athletes can feel with every step.

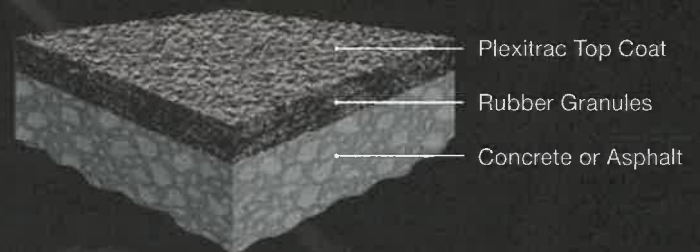
PRODUCTS

- **California Products Plexitrac** – Running Track Surfaces
- **California Products Plexipave** – Tennis and Basketball Court Surfaces
- **California Products Deco Color** – Tennis Court Surfaces
- **California Products Deco Turf** – Cushioned Tennis Court System

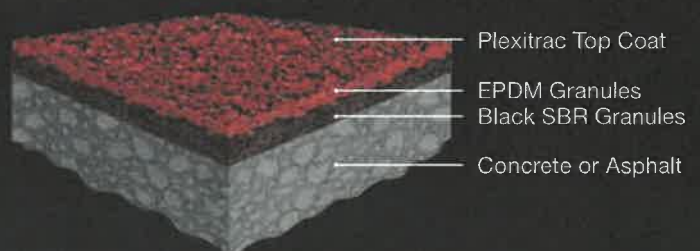
Plexipave/DecoColor



Plexitrac - Lightning



Plexitrac - Accelerator



ASBA - Certified Tennis Court Builder on Staff

ASBA - Certified Track Builder on Staff

The Experience to Handle Your Project



“

I will say that our relationship with Vasco has been nothing short of phenomenal. Dedicated, focused, professional and friendly are only a few of the adjectives I would use to describe them – first class all the way.”

**Ron Pulliam, Treasurer,
Lake Building Committee, Inc.
Hartville, OH**

“

I truly do appreciate the professionalism of your company and its employees. I have had nothing but cooperation and communication on every project that we have done together at the stadium. It makes my job so much easier.”

**Mark Pfaff, Athletic Director,
Green High School**

“

Mike, every time I walk on our field I think of you and the great job you did to make it all possible. We are extremely appreciative and grateful for your efforts. I am especially proud to see the VASCO name on the scoreboard. Thanks again.”

**Jim Dennison, Athletic Director
Walsh College**

Vasco Sports Contractors

4270 Sterilite Street S.E., Massillon, OH 44646
toll free 800.487.0422 | phone 330.832.5151 | fax 330.832.4475
www.thevascogroup.com



Vasco Sports Contractors – Safety and Training

- ✓ **Drug Free Workplace**
- ✓ **In House Safety Program**
- ✓ **Tool Box Talks**
- ✓ **Daily Huddles**
- ✓ **Competent Person Training for All Foreman**
- ✓ **OSHA 10 Training for All Foreman**
- ✓ **Pennsylvania Child Abuse History Check**
- ✓ **Cogent System Identify Verification**
- ✓ **Ohio FBI and BCI Background Check**
- ✓ **Random Drug Testing**



EEO POLICY STATEMENT

It is the policy of Vasco Sports Contractors that equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Vasco Sports Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

Vasco Sports Contractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

Recruitment, advertising or solicitation for employment, hiring, placement, upgrading, transfer, demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs, or termination.

Vasco Sports Contractors will make every effort to comply with minority utilization goals. Vasco Sports Contractors shall require each sub-contractor we hire on this project to adhere to this statement.



AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board
Has Conferred Upon*

Glen Maurer, CFB-S

The Designation

CERTIFIED FIELD BUILDER

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS OF
FIELD CONSTRUCTION AND FOR HAVING SUCCESSFULLY
FULFILLED THE CONDITIONS OF ELIGIBILITY AND PASSED
THE REQUIRED EXAMINATION

In witness whereof we have set our hands on

this 31st day of December, 2022

Certification expires: December 31, 2025

Executive Director

Certification Chairman





AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board
Has Conferred Upon*

Don Baird

The Designation

CERTIFIED TRACK BUILDER



FOR EFFORTS TO RAISE THE PROFESSIONAL
STANDARDS OF RUNNING TRACK CONSTRUCTION
AND FOR HAVING SUCCESSFULLY FULFILLED THE
CONDITIONS OF ELIGIBILITY AND PASSED THE
REQUIRED EXAMINATION.

In witness whereof we have set our hands on
this 31st day of December, 2020

Certification expires: December 31, 2023.

Executive Director

Certification Chairman



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV037518

CLASSIFICATION:
ASPHALT
EXCAVATION
PAINTING

VASCO ASPHALT COMPANY
DBA THE VASCO GROUP
4270 STERILITE ST SE
MASSILLON, OH 44646

DATE ISSUED

AUGUST 05, 2022

EXPIRATION DATE

AUGUST 05, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

04-30-2024

NUMBER

2705121225

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS PAV RFC



VASCO ASPHALT COMPANY
4270 STERILITE ST SE
MASSILLON, OH 44646



Dominic J. Hall
Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS PAV RFC

NUMBER: 2705121225 EXPIRES: 04-30-2024

VASCO ASPHALT COMPANY
4270 STERILITE ST SE
MASSILLON, OH 44646



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (02/2017)

TAB 5 PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

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

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Athletic Surfacing and Asphalt Maintenance categories. List all categories along with manufacturer that you are responding with:

Athletic

- Acrylic Sports Surfaces
- Turf Products
- Running Track Surfaces
- Tennis Surfaces
- Overlay Surfaces
- Repair Products
- Sports Equipment and Accessories
- Sports Paving
- Paving
- Fencing

Asphalt

- Asphalt Surface Patch
- Asphalt Remove/Replace
- Asphalt Speed Humps and Tables
- Asphalt Concrete Pavement
- Geotextile Paving Fabric
- Bonded Wearing Course
- Hot Rubber Crack Fill
- Asphalt Emulsion Seal Coat
- Tire Rubber Modified Surface Sealer (TRMSS)
- Conventional Slurry Seal
- Conventional Asphalt Chip Seal
- Polymer Modified Asphalt Chip Seal
- Acrylic Modified Asphalt Emulsion Seal
- Fog Seal
- Tack Coat
- Cement Soil Stabilization
- Lime Soil Stabilization
- Dust Palliative
- Single Pass Reclamation
- Manhole, Water and Sewer Adjustments
- Monument Adjustments
- Concrete Curb, Curb/Gutter and Sidewalks
- Concrete Safety Curbs
- Striping and Marking

Services

- Consultation
- Installation
- Coating
- Paving
- Lining



SAMPLE VASCO WARRANTY

Owner: XXXXXXXXXXXX

Job XXXXXXXXXXXX

Location:

Vasco Sports Contractors (VASCO) warrants the work VASCO and/or our subcontractors have installed at the above location has been done in strict accordance with the drawings and specifications for the contract dated (x-xx-xxxx) VASCO agrees to repair or replace any or all of the work which may prove to be defective in workmanship or materials within a period of (SEE BELOW) from the date of final acceptance by the Owner. Ordinary wear and tear, unusual abuse or neglect, and vandalism exempted.

If VASCO fails to commence to comply with the above paragraph within 10 days after written notice from the Owner to do so, or fails to pursue such compliance with diligence, VASCO authorizes the Owner to proceed to have the defects repaired and made good at and VASCO will honor and pay the costs and charges. If VASCO fails to fulfill the preceding obligations and if the Owner brings an action to enforce this warranty, VASCO agrees to pay the Owner's reasonable attorney's fees incurred in connection therewith.

NEW SPORTS CONSTRUCTION – 1 YEAR WARRANTY
NEW TENNIS COURT SURFACE – 1 YEAR WARRANTY
NEW RUNNING TRACK SURFACE – 5 YEAR WARRANTY
NEW ARTIFICIAL TURF SURFACE – 8 YEAR WARRANTY

VASCO SPORTS CONTRACTORS

Matt Savage

Date



Products

Acrylic Sports Surfaces

Running Track Surfaces

Tennis Surfaces

Overlay Surfaces

Repair Products

Sports Paving

Paving

Services

Consultation

Installation

Coating

Turf Installation

Lining



Vasco Sports Contractors - Services

Vasco Sports Contractors can construct any and all sports facilities, handling all design work, excavation, paving and surfacing from start to finish. Vasco has the technology, workmanship, and expertise needed to ensure that the final result of all sports construction is of the highest quality possible. Once a project is accepted, Vasco uses the most advanced laser equipment and the highest quality sports surfaces on the market to not only meet but exceed client expectations. Vasco Sports Contractors is one of the few companies in the nation whose staff includes ASBA (American Sports Builder Association) Certified Track, Tennis and Field Builders, ensuring that all work done by Vasco is of the highest quality possible.

Below you'll find a list of services Vasco has provided for High Schools, Universities, and Private Clubs across the country.

Services - Installation, Restoration, and Resurfacing

- Tennis Court Construction
 - Hard Courts
 - Cushion Courts
- Running Track Construction
- Basketball Court Construction
- Indoor Running Track Construction
- Turf Football Field Construction (Synthetic Turf Fields or Grass Fields)
- Indoor Turf Field Construction
- Lacrosse Field Construction
- Rugby Field Construction
- Shuffleboard Court Construction
- Bocce Ball Court Construction
- Pickleball Court Construction
- Asphalt Paving
- Baseball Field Construction
- Pickleball Court Construction
- Walking Path Construction



Vasco Sports Contractors – Turf Field and Track Construction

Vasco Sports Contractors is an industry leader in turf field and track construction, and has been for over 40 years.

Vasco has the experience, responsiveness and innovative laser technology to provide lasting, cost-effective solutions for any project involving turf field construction or renovation. Dozens of collegiate facilities including The Ohio State University and the University of Michigan have trusted Vasco to build their turf athletic fields, and Vasco has constructed over 100 indoor and outdoor turf fields for football, baseball, soccer, lacrosse, and rugby. Vasco has ASBA (American Sports Builders Association) Certified Field Builders on staff to oversee all field construction.

Below you'll find a list of all services related to field construction and repair offered by Vasco Sports Contractors.

- Baseball Field Construction
- Football Field Construction
- Lacrosse Field Construction
- Soccer Field Construction
- Rugby Field Construction
- Natural Grass Field Construction
- Field Restripping
- Design Build
- Project Site Management
- Site Preparation
- Excavating
- Site Utilities
- Drainage Installation
- Asphalt Paving
- Milling
- Track Surfacing
- Track Restripping



Vasco Sports Contractors – Track and Path Construction

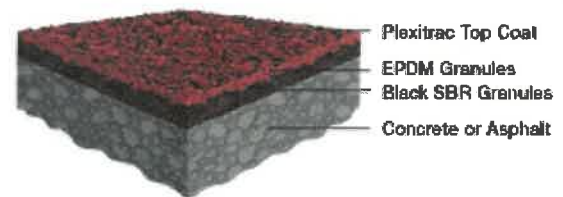
Vasco Sports Contractors is an industry leader in walking path and running track construction and all-weather running track surfacing. Vasco's team of sports construction professionals is available to provide consulting, repair, resurfacing and design services for both existing and new running track facilities. Vasco has ASBA (American Sports Builders Association) Certified Track Builders on staff to make sure all track construction is of the highest quality possible.

Vasco is available to install Plexitrac® PolyResin All-Weather Surfaces and Striping that meet OHSAA, NFHS, IAAF and NCAA standards, building outstanding running track surfaces and building them right. Vasco offers turn-key solutions that allow it to partner with clients in the design, construction, and management of all facets of a project.

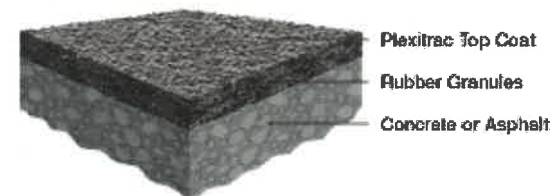
Below you'll find a list of services related to running track construction and repair offered by Vasco Sports Contractors.

- Walking Path Construction
- Running Track Construction
- Indoor Running Track Construction
- Design/Build
- Project Site Management
- Site Preparation
- Excavating
- Site Utilities
- Drainage Installation
- Asphalt Paving
- Milling
- Track Resurfacing
- Track Restriping
- Track Repair

Plexitrac - Accelerator



Plexitrac - Lightning





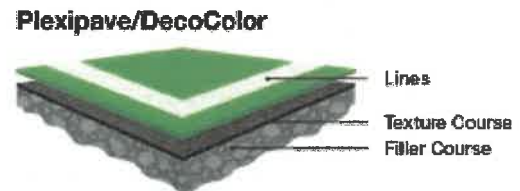
Vasco Sports Contractors – Court Construction Specialists

Court Construction Specialists

Vasco Sports Contractors has been building and repairing tennis courts, pickleball courts, outdoor basketball courts, bocce ball courts and shuffleboard courts for over 40 years. Whether you're looking a quick crack repair and resurfacing of your worn out tennis court, or want to build a new court from the ground up, you can trust Vasco to meet your needs quickly and at a competitive price. Vasco has ASBA (American Sports Builders Association) Certified Court Builders on staff to oversee all court construction.

Below you'll find a list of services related to court construction that Vasco offers.

- Tennis Court Construction
- Pickleball Court Construction
- Bocce Ball Court Construction
- Shuffleboard Court Construction
- Outdoor Basketball Court Construction
- Hard Court Construction
- Cushion Court Construction
- Design/Build
- Asphalt Paving
- Milling
- Court Crack Repair
- Court Re-coating
- Court Striping



TAB 6 REFERENCES

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.



References

Walsh University

2200 Easton Street
North Canton, OH 44720
Rob Mziko
330-490-7262
Customer Since 2006
Total Sales \$3,288,699
Track, Football Field & Paving

City of North Canton

145 N Main Street
North Canton, OH 44720
Jim Davis
330-499-3465
Customer Since 2004
Total Sales \$587,123
Basketball Courts, Skate Park,
Walking Path, Track & Paving

Strongsville City Schools

18199 Cook Ave
Strongsville, Ohio 44136
Stephen Breckner
440-572-7021
Customer Since 2019
Total Sales \$1,102,504
Tennis Courts, Football Fields &
Sealcoating

Jackson Local School District

7984 Fulton Rd
Massillon, OH 44646
Barry Mason
330-830-8002
Customer Since 2003
Total Sales \$2,669,334
Walking Path, Stadium, Paving

Conotton Valley Union LSD

21 Mound Street
Sherrodsville, Ohio 44675
Denis Ketchum
740-269-2000
Customer Since 2019
Total Sales \$2,722,215
Football, Baseball & Softball Fields

Perry Local School District

3737 13th Street Sw
Massillon, Ohio 44646
Scott Campbell
330-477-8121
Customer Since 2009
Total Sales \$1,441,234
Tennis Cts, Stadium, Paving

Green Local School District

1900 Greenburg Rd.
P. O. Box 218
Green, Ohio 44232
Wendell Jackson
(330) 896-7514
Customer Since 2003
Total Sales \$838,937
Track, Stadium, Paving

Shelby City School District

25 High School Ave
Shelby, Ohio 44875
Scott Harvey
419-342-2442
Customer Since 2022
Total Sales \$2,548,854
Track, Tennis Courts, Baseball
& Softball Fields

Lake Local School District

Robert Moffat
12077 Lisa Ave NW
Hartville, Oh 44632
330-877-4288
Customer Since 2004
Total Sales \$1,020,990
Track, Tennis Courts, Stadium &
Paving

Jackson Township

5735 Wales Road NW
Massillon, Ohio 44646
Dave Ruwaldi
330-830-6297
Customer Since 2004
Total Sales \$667,203
Tennis Cts, Pickleball Cts, Paving
& Walking Path



March 15, 2023

Re: Vasco Asphalt Co. and Vasco Sports Contractors Bonding Capacity

To Whom it may Concern,

Please be advised that our agency, Schauer Group, Inc. and our surety company partner, The Pacific Indemnity Company (Chubb), are pleased to provide surety for Vasco. We consider Vasco to be one of the finest construction firms of their type and, accordingly, we highly recommend them to you.

We have the ability to accommodate Vasco with contract bonds on single projects in excess of \$10,000,000 with an aggregate limit in excess of \$30,000,000.

Prequalification and approval of bonds must always be conditioned, of course, upon an acceptable review of contract terms, bond forms, and financing for each project, as well as other pertinent underwriting information at the time of the bond request.

Feel free to contact me at 330-453-2342 with any questions.

Sincerely,

Brianna Fickeisen
Attorney-In-Fact, Pacific Indemnity Company (Chubb)

canton 200 Market Ave North • Suite 100 Canton, OH 44702 330.453.7721	cleveland 9200 South Hills Blvd • Suite 145 Broadview Heights, OH 44147 440.262.1280
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schauergroup.com 800.874.6615

THE NATION'S FIRST ISO REGISTERED INDEPENDENT INSURANCE AGENCY



September 20, 2015

To Whom It May Concern:

As Ohio's primary professional development association for interscholastic, education-based athletic administrators, we have an opportunity to continually share best-practice resources with our 822 private and public member schools. When our schools and their respective stakeholders consider any of the OIAAA's corporate partners, we realize there is a very highly level of trust associated with these endorsements.

It is with that same level of performance and quality that the OIAAA chooses to enter into partnerships with a company like Vasco Asphalt. School districts typically face a broad scope of challenges with paving, under-surface and site prep work related to school and athletic field projects. We rely upon the feedback and anecdotal references our schools provide in working with any prospective partner company.

What has always been impressive with responses associated with Vasco customers is not only the exhibited professionalism of the company, but their sincere desire to meet the needs of each client. As a former athletic administrator, I personally experienced the on-site time Vasco spent asking critical questions, making observations and investigating all aspects of each project our district needed completed.

What we have heard consistently over many years, especially with athletic field install projects, is how others in the industry view Vasco's work. *Every turf vendor, every tennis court install location, and every school site has virtually stated the same thing: "If you want it done right, if you want quality and great follow-up, and if you want people who will maintain daily oversight and be truly vested in the effort, then Vasco is your only choice."* For the OIAAA, that's "*Point, Game Match!*"

I personally contracted Vasco for our athletic venue projects when I was an active athletic administrator. To this day, I still have many tell me, "You have a great install" in regards to several of our outdoor projects. The heart of those successful installs was in our choice of Vasco as our construction contractor. They far exceeded our expectations and performance. They are the "Field Kings" as far as we are concerned.

Bruce Brown, CMAA, CIC
Executive Director
Ohio Interscholastic Athletic Administrators Association
Visit us at www.oiaaa.org

TAB 7 PRICING

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

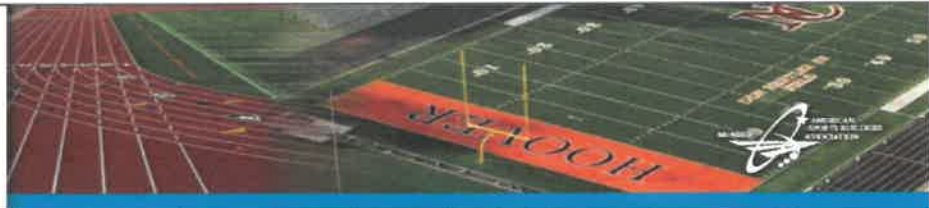
- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.



Service Labor Rates All Lots	Unit of Measure	Installer Bid to Co-Op Division	State Multiplier	Price with Multiplier	2% NCPA Fee	Total Multiplier	Total Price to Client	Notes
CONCRETE								
4" Sidewalk (Under 50 SF)	SF	\$47.00	0.00%	\$47.00	\$0.94	\$0.00	\$47.94	
4" Sidewalk (Over 50 SF)	SF	\$27.00	0.00%	\$27.00	\$0.54	\$0.00	\$27.54	
6" Drive (Under 500 SF)	SF	\$37.00	0.00%	\$37.00	\$0.74	\$0.00	\$37.74	
6" Drive (Over 500 SF)	SF	\$27.00	0.00%	\$27.00	\$0.54	\$0.00	\$27.54	
6"x18" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
6" x12" Curb	LF	\$40.00	0.00%	\$40.00	\$0.80	\$0.00	\$40.80	
4" Sidewalk with 18" Integral Curb	SF	\$37.00	0.00%	\$37.00	\$0.74	\$0.00	\$37.74	
Post Tension Concrete	SF	\$30.00	0.00%	\$30.00	\$0.60	\$0.00	\$30.60	
SEAL COATING								
Hot Rubber Crack Fill	LF	\$ 2.00	0%	\$ 2.00	\$ 0.04	\$0.00	\$ 2.04	
Seal Coat 1 Coat Asphalt Emulsion	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Asphalt Emulsion	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
Seal Coat 1 Coat Coal Tar	SF	\$ 0.35	0%	\$ 0.35	\$ 0.01	\$0.00	\$ 0.36	
Seal Coat 2 Coat Coal Tar	SF	\$ 0.40	0%	\$ 0.40	\$ 0.01	\$0.00	\$ 0.41	
ASPHALT REPAIR								
Asphalt Patch	SF	\$ 20.00	0%	\$ 20.00	\$ 0.40	\$0.00	\$ 20.40	
Asphalt Remove/Replace 2" (Under 5,000 SF)	SF	\$ 18.00	0%	\$ 18.00	\$ 0.36	\$0.00	\$ 18.36	
Asphalt Remove/Replace 4" (Under 5,000 SF)	SF	\$ 23.00	0%	\$ 23.00	\$ 0.46	\$0.00	\$ 23.46	
Speed Bump Install	LF	\$ 100.00	0%	\$ 100.00	\$ 2.00	\$0.00	\$ 102.00	
ASPHALT PAVING								
Convention Chip and Seal	SF	\$ 1.50	0%	\$ 1.50	\$ 0.03	\$0.00	\$ 1.53	
Cement Stabilization	SY	\$ 19.00	0%	\$ 19.00	\$ 0.38	\$0.00	\$ 19.38	
6"x18" Curb & Gutter (500LF +)	LF	\$ 70.00	0%	\$ 70.00	\$ 1.40	\$0.00	\$ 71.40	
Asphalt Mill/Pave 2" 5,000 SF+	SF	\$ 3.00	0%	\$ 3.00	\$ 0.06	\$0.00	\$ 3.06	
Asphalt Mill/Pave 4" 5,000 SF+	SF	\$ 4.00	0%	\$ 4.00	\$ 0.08	\$0.00	\$ 4.08	
4" Sidewalk (Under 50 SF)	SF	\$ 47.00	0%	\$ 47.00	\$ 0.94	\$0.00	\$ 47.94	
4" Sidewalk (Over 50 SF)	SF	\$ 25.00	0%	\$ 25.00	\$ 0.50	\$0.00	\$ 25.50	
STRIPING								
Stall	EA	\$ 10.00	0%	\$ 10.00	\$ 0.20	\$0.00	\$ 10.20	
Numbering	EA	\$ 8.00	0%	\$ 8.00	\$ 0.16	\$0.00	\$ 8.16	
Misc. Word Stencil	Per Letter	\$ 5.00	0%	\$ 5.00	\$ 0.10	\$0.00	\$ 5.10	
Hash Out / Grid	SF	\$ 1.55	0%	\$ 1.55	\$ 0.03	\$0.00	\$ 1.58	
Handicap	EA	\$ 60.00	0%	\$ 60.00	\$ 1.20	\$0.00	\$ 61.20	
Arrows	EA	\$ 65.00	0%	\$ 65.00	\$ 1.30	\$0.00	\$ 66.30	
Paint Curbs	LF	\$ 2.75	0%	\$ 2.75	\$ 0.06	\$0.00	\$ 2.81	
Stop Bar	LF	\$ 3.75	0%	\$ 3.75	\$ 0.08	\$0.00	\$ 3.83	
Light Pole Base / Bollard	EA	\$ 64.00	0%	\$ 64.00	\$ 1.28	\$0.00	\$ 65.28	
MISC.								
Catch Basin Replace	EA	\$ 6,000.00	0%	\$ 6,000.00	\$ 120.00	\$0.00	\$ 6,120.00	
Catch Basin New Concrete Collar	EA	\$ 3,500.00	0%	\$ 3,500.00	\$ 70.00	\$0.00	\$ 3,570.00	
New Bollard Install	EA	\$ 2,000.00	0%	\$ 2,000.00	\$ 40.00	\$0.00	\$ 2,040.00	
New Sign Install	EA	\$ 1,400.00	0%	\$ 1,400.00	\$ 28.00	\$0.00	\$ 1,428.00	
TENNIS SURFACING								
Plexipave System (3 coat system)	SY	\$12.00	0%	\$12.00	\$0.24	\$0.00	\$12.24	
Plexipave System (4 coat system)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexicushion Prestige System	SY	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
Rebound ACE Cushion System	SY	\$65.00	0%	\$65.00	\$1.30	\$0.00	\$66.30	
Armour Crack Repair System	LF	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Out of Town Travel Allowance	DAY	\$3,000.00	0.00%	\$3,000.00	\$60.00	\$0.00	\$3,060.00	
Courts less than 800SY for 3 coat system	SY	\$20.00	0.00%	\$20.00	\$0.40	\$0.00	\$20.40	
Courts less than 800SY for 4 coat system	SY	\$25.00	0.00%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer (Tradesman)	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Paving (Not to Exceed Pricing)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	



BASKETBALL								
Basketball Equipment	EA	\$8,500.00	0%	\$8,500.00	\$170.00	\$0.00	\$8,670.00	Excavate & pour concrete footer, furnish & install basketball goal
Stripe Basketball Court	EA	\$2,000.00	0	\$2,000.00	\$40.00	\$0.00	\$2,040.00	
TRACK SURFACING								
3/8" Plexitrac Lightning (black)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
1/2" Plexitrac Lightning (black)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
3/8" Plexitrac Lightning (red)	SY	\$35.00	0%	\$35.00	\$0.70	\$0.00	\$35.70	
1/2" Plexitrac Lightning (red)	SY	\$40.00	0%	\$40.00	\$0.80	\$0.00	\$40.80	
BSS 100	SY	\$45.00	0%	\$45.00	\$0.90	\$0.00	\$45.90	
BSS 200	SY	\$50.00	0%	\$50.00	\$1.00	\$0.00	\$51.00	
BSS 300	SY	\$75.00	0%	\$75.00	\$1.50	\$0.00	\$76.50	
BSS 1000	SY	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
< 5,000 SY add on	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
non standard color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Hobart Finish	SY	\$10.00	0%	\$10.00	\$0.20	\$0.00	\$10.20	
Structural Spray Standard Color	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Non Standard Color	SY	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Exchange Zone Color BSS 100 & BSS 200	LS	\$35,000.00	0%	\$35,000.00	\$700.00	\$0.00	\$35,700.00	
MAINTENANCE TRACK SURFACE								
Plexitrac Lightning Resurface (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Lightning Resurface (red EPDM layers)	SY	\$30.00	0%	\$30.00	\$0.60	\$0.00	\$30.60	
Plexitrac Surfacer (black)	SY	\$20.00	0%	\$20.00	\$0.40	\$0.00	\$20.40	
Plexitrac Surfacer (red)	SY	\$25.00	0%	\$25.00	\$0.50	\$0.00	\$25.50	
Project Design, Development or Consultant	DAY	\$2,500.00	0%	\$2,500.00	\$50.00	\$0.00	\$2,550.00	
Professional Engineering Services	JOB	\$45,000.00	0%	\$45,000.00	\$900.00	\$0.00	\$45,900.00	
Installer (Tradesman)	HR	\$100.00	0%	\$100.00	\$2.00	\$0.00	\$102.00	
Paving (Not to Exceed Pricing)	SF	\$5.00	0%	\$5.00	\$0.10	\$0.00	\$5.10	
Track Lining	EA	\$15,000.00	0%	\$15,000.00	\$300.00	\$0.00	\$15,300.00	
ARTIFICIAL TURF								
Artificial Turf Installation (Less than 40K SF)	SF	\$8.50	0.00%	\$8.50	\$0.17	\$0.00	\$8.67	
Artificial Turf Installation (Over 40K SF)	SF	\$7.00	0.00%	\$7.00	\$0.14	\$0.00	\$7.14	
Artificial Turf Removal	SF	\$1.00	0.00%	\$1.00	\$0.02	\$0.00	\$1.02	
BASEBALL								
Regrade Baseball Infield	SF	\$3.00	0%	\$3.00	\$0.06	\$0.00	\$3.06	Fine grade and groom infield with new
Install bases, home plate, & mound	EA	\$5,000.00	0%	\$5,000.00	\$100.00	\$0.00	\$5,100.00	
SPORTS CONSTRUCTION								
4' Fence	LF	\$75.00	0.00%	\$75.00	\$1.50	\$0.00	\$76.50	
5' Fence	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
6' Fence	LF	\$85.00	0.00%	\$85.00	\$1.70	\$0.00	\$86.70	
8' Fence	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
10' Fence	LF	\$115.00	0.00%	\$115.00	\$2.30	\$0.00	\$117.30	
20' Fence	LF	\$200.00	0.00%	\$200.00	\$4.00	\$0.00	\$204.00	
Milling	SF	\$2.00	0.00%	\$2.00	\$0.04	\$0.00	\$2.04	
4" Underdrains	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
6" Underdrains	LF	\$60.00	0.00%	\$60.00	\$1.20	\$0.00	\$61.20	
8" Underdrains	LF	\$70.00	0.00%	\$70.00	\$1.40	\$0.00	\$71.40	
12" Underdrains	LF	\$80.00	0.00%	\$80.00	\$1.60	\$0.00	\$81.60	
15" Underdrains	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
Retention Trench	LF	\$150.00	0.00%	\$150.00	\$3.00	\$0.00	\$153.00	
Stone Base (per 6" layer)	SF	\$2.25	0.00%	\$2.25	\$0.05	\$0.00	\$2.30	
Undercut Site	CY	\$30.00	0.00%	\$30.00	\$0.60	\$0.00	\$30.60	
Post Footers and Tennis Equipment	Court	\$6,000.00	0.00%	\$6,000.00	\$120.00	\$0.00	\$6,120.00	
Trench Drain (ACO 2k,3K, 4K)	LF	\$90.00	0.00%	\$90.00	\$1.80	\$0.00	\$91.80	
6"x12" Curb	LF	\$40.00	0.00%	\$40.00	\$0.80	\$0.00	\$40.80	
8"x12" Curb	LF	\$45.00	0.00%	\$45.00	\$0.90	\$0.00	\$45.90	
12" x12" Curb	LF	\$50.00	0.00%	\$50.00	\$1.00	\$0.00	\$51.00	
Install Take Off Board	EACH	\$3,500.00	0.00%	\$3,500.00	\$70.00	\$0.00	\$3,570.00	
Install Pole Vault Tray and Lid	EACH	\$3,500.00	0.00%	\$3,500.00	\$70.00	\$0.00	\$3,570.00	
Long Jump Pit	EACH	\$6,500.00	0.00%	\$6,500.00	\$130.00	\$0.00	\$6,630.00	

TAB 8
VALUE ADDED PRODUCTS AND SERVICES

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

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- 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.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), 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.

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.

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.

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

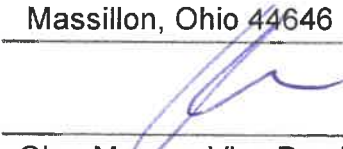
In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil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

FEDERAL REQUIRED SIGNATURES

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	Vasco Sports Contractors
Address	4270 Sterilite Street SE
City/State/Zip	Massillon, Ohio 44646
Authorized Signature	 Glen Maurer, Vice President
Date	March 23, 2023

ANTITRUST CERTIFICATION STATEMENTS
TEXAS 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 Vasco Sports Contractors

Address 4270 Sterilite Street SE

City/State/Zip Massillon, Ohio 44646

Telephone Number 330-832-5151

Fax Number 330-832-4475

Email Address mwilson@vascoasphalt.com

Printed Name Glen Maurer

Title Vice President

Authorized Signature 

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>