

# Tab 1 – Master Agreement

## General Terms and Conditions

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

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Safety

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

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

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

#### ◆ Force Majeure

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

#### ◆ Prevailing Wage

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

#### ◆ Termination

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

#### ◆ Open Records Policy

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

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

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

# Process

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

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

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

- ◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

- ◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

- ◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- ◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

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



# Evaluation Criteria

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

# Signature Form

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

Prices are guaranteed: **120 days**

Company name	Loll Designs (Landscape Forms Inc dba Loll Designs)
Address	5912 Waseca St.
City/State/Zip	Duluth, MN 55807
Telephone No.	877-740-3387
Fax No.	N/A
Email address	kris@lolldesigns.com
Printed name	Kris Stolebarger
Position with company	Director of Commercial Sales
Authorized signature	

# Tab 2 – NCPA Administration Agreement

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

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022 referenced as Contract Number 07-103, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

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

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

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

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

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

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

### ◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

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

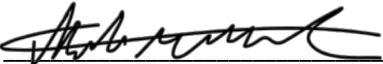
<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

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

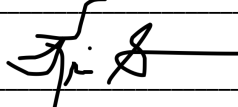
◆ General Provisions

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

**National Cooperative Purchasing Alliance:**

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

**Loll Designs (Landscape Forms Inc dba Loll Design):  
Vendor:**

Name: Kris Stolebarger  
 Title: Director of Commercial Sales  
 Address: 5912 Waseca St.  
Duluth, MN 55807  
 Signature:   
 Date: 7/15/22

# Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority** **and Women**

**Business Enterprise (MWBE) and (HUB) Participation**

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

◆ **Residency**

- Responding Company's principal place of business is in the city of Duluth, State of MN

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

◆ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**
    - Contact Person: Olivia Mesedahl
    - Title: Customer Service Representative
    - Company: Loll Designs
    - Address: 5912 Waseca Street
    - City: Duluth State: MN Zip: 55807
    - Phone: 218.336.8568 Email: omesedahl@lollidesigns.com

▪ Purchase Orders

Contact Person: omesedahl@lolldesigns.com  
Title: Customer Service Representative  
Company: Loll Designs  
Address: 5912 Waseca Street  
City: Duluth State: MN Zip: 55807  
Phone: 218.336.8568 Email: omesedahl@lolldesigns.com

▪ Sales and Marketing

Contact Person: Kris Stolebarger  
Title: Director of Commercial Sales  
Company: Loll Designs  
Address: 5912 Waseca Street  
City: Duluth State: MN Zip: 55807  
Phone: 415-886-5877 Email: kris@lolldesigns.com

◆ Pricing Information

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

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

Yes       No

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

Yes       No



# Tab 4 – Vendor Profile

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Please provide the following information about your company:

- ◆ Company’s official registered name. See attached Word Doc Tab 4 Vendor Profile\_Final
- ◆ Brief history of your company, including the year it was established.
- ◆ Company’s Dun & Bradstreet (D&B) number.
- ◆ Company’s organizational chart of those individuals that would be involved in the contract.
- ◆ 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.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ 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.
  - \$\_\_\_\_\_ in year one
  - \$\_\_\_\_\_ in year two
  - \$\_\_\_\_\_ in year three
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

- ◆ 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.
  
- ◆ 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.



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**Please provide the following information about your company:  
Company's official registered name. Landscape Forms Inc DBA Loll Designs  
Brief history of your company, including the year it was established.**

Based in Duluth, MN, Loll Designs is a designer/manufacturer of durable, all-weather, outdoor furniture and accessories made with HDPE (high density polyethylene), partially from recycled plastics like milk jug containers and shampoo bottles. Using thoughtful, original designs and unique materials, Loll creates innovative, fun and high quality products proudly crafted in the USA since 2007.

**Company's Dun & Bradstreet (D&B) number. 049-23-8363  
Company's organizational chart of those individuals that would be involved in the contract. See below**

**Corporate office location 5912 Waseca Street Duluth Minnesota 55807  
List the number of sales and services offices for states being bid in solicitation 4  
List the names of key contacts at each with title, address, phone and e-mail address:**

Nate Heydt, VP of Sales  
5912 Waseca St.  
Duluth, MN 55807  
218-349-8884; [nate@loll designs.com](mailto:nate@loll designs.com)

Kris Stolebarger, Director of Sales  
3877 Cesar Chavez St.  
San Francisco, CA 94131  
415-886-5877; [kris@loll designs.com](mailto:kris@loll designs.com)

Heidi Hollingsworth, Business Development Representative  
136 Geneva St.  
Decatur, GA 30030  
470-430-9325; [heidi@loll designs.com](mailto:heidi@loll designs.com)



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Evan Presler, Director of Revenue Operations  
7800 E. Michigan Ave  
Kalamazoo, MI 49048  
269-337-1254; [evanp@landscapeforms.com](mailto:evanp@landscapeforms.com)

Jamie Northrop  
Jamie Northrop Associates Inc  
518-229-6661; [jamie@consultjna.com](mailto:jamie@consultjna.com)  
[www.consultjna.com](http://www.consultjna.com)

Charlotte Evans, Customer Service Manager  
5912 Waseca St.  
Duluth, MN 55807  
218-336-8586; [charlotte@loll designs.com](mailto:charlotte@loll designs.com)

Olivia Mesedahl, Customer Service Representative  
5912 Waseca St.  
Duluth, MN 55807  
218-336-8568; [omesedahl@loll designs.com](mailto:omesedahl@loll designs.com)

Joe Carbone, Customer Service Representative  
5912 Waseca St.  
Duluth, MN 55807  
218-336-8571; [joec@loll designs.com](mailto:joec@loll designs.com)

**Define your standard terms of payment Net30**

**Who is your competition in the marketplace?** Polywood, Seaside Casual, Breezesta



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

World class customer service, design, durability, all parts are replaceable. We manufacture a circular product that is partially recycled and 100% recyclable.

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

See attached Marketing Plan.

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

See attached Marketing Plan

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

We have an extremely strong online presence that makes up 1/3 of our annual sales volume via direct to consumer sales at full retail. Because of this, we have a complete online catalog with assets, architectural files, project references, cut sheets, assembly instructions, warranty info, care + maintenance info, sustainability information and load testing.

Online Tools + Resources: [Lolldesigns.com](http://Lolldesigns.com); [lolltrade.com](http://lolltrade.com); [lolldesigns.com/professionals](http://lolldesigns.com/professionals)

While we typically work one on one with our NCPA customer base; they do have the option of placing NCPA orders directly on our website with their special pricing and terms reflected for a turnkey, simple procurement process.





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

8-4:30 M-F in three time zones. 4 Service centers, speedy and comprehensive responses.

**Green Initiatives**

**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.**

Loll Designs is a sustainability first organization. We've prioritized people and planet from day one. With sustainability ethics in mind, Loll aims to play a role in a circular economy where plastics made will be recycled continuously, thus reducing waste. Did you know all Loll products can be recycled at the end of their life? We were founded on principles of efficient and responsible use/reuse of materials, which is why during the production process we recycle more than 88 percent of our manufacturing waste and the remainder is incinerated to make electricity. Striving towards zero waste has created recycling programs for anything that can be recycled. It's impossible not to leave an environmental footprint and we do all that we can to mitigate it while making maintenance free furniture so you can appreciate the outdoors.

<https://loll designs.com/pages/sustainability>

See also, attached.

**Anti-Discrimination Policy**

**Describe your organizations' anti-discrimination policy.**

A respectful workplace is a place where everyone can prosper. Any form of discrimination or harassment violates human dignity and rights. We take these things seriously, not only because of legal ramifications but because treating people with dignity and respect is who we are and what we believe. People come first at Loll Designs. Loll Designs does not condone or tolerate harassment or discrimination, whether engaged in by fellow team members, leaders, actual or potential investors, entrepreneurs, or individuals affiliated with other organizations with which Loll Designs has a business relationship. All team members are responsible for ensuring that Loll Designs' workplace is free from harassment, whether or not the behavior or comments



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result in a violation of the law. Illegal harassment includes conduct that is unwelcome, based on a legally protected characteristics (e.g., age, race, religion, disability), creates a hostile work environment, or includes a tangible job detriment. Loll Designs will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, gender identity, citizenship status, religion, veteran status, weight, height, or any other characteristic protected by law. State and federal laws prohibit discrimination in recruitment, hiring, compensation, training, promotion, demotion, transfer, layoff and termination, benefits, and other terms and conditions of employment. Any team member who violates these policies may be subject to discipline up to and including termination. It is your responsibility to report harassment immediately to your leader or the People Department. This includes harassment you have experienced or witnessed. Please do not allow an inappropriate or potentially dangerous situation to continue by not reporting it, regardless of who is involved. Loll Designs will promptly investigate every complaint and take appropriate corrective and preventative actions. Team members who bring complaints to the attention of Loll Designs and/or participate in investigations will not be retaliated against for their good faith participation.

### **Vendor Certifications**

N/A



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## LOLL Designs – NCPA Member Marketing Plan

### Company Overview

Based in Duluth MN, LOLL Designs is a designer/manufacturer of durable, all-weather, outdoor furniture and accessories made with HDPE (high density polyethylene) , partially from recycled plastics like milk jug containers and shampoo bottles. Using thoughtful, original designs and unique materials, LOLL creates innovative, fun and high-quality product proudly crafted in the USA.

LOLL Designs will be Drawing from its full spectrum of commercial experiences and its market focus within the following:

Higher Education – Public and Private Colleges and Universities

Municipal Government – Private and Public Library Systems, Public and Private K-12 Schools and Systems, Municipal and County Healthcare Institutions  
Municipal Highway/Transit/Transportation Systems,

Healthcare – Public and Private Healthcare providers and institutions

State Government – State Government Complexes, State Run Hospitals and Healthcare Institutions

Federal Government – Executive Agencies, US Embassies, Military Installations, Federal Buildings, Veterans Hospitals

As a result, we believe that LOLL Designs is well positioned to compete effectively for business opportunities among NCPA Members throughout the United States.

LOLL Designs will utilize existing company Sales Representatives to support business with NCPA Member locations on a **Manufacturer Direct basis**. The national network of LOLL Designs Sales Representatives are well versed in NCPA Member needs and are geographically located to provide extensive local sales coverage and support to NCPA Member locations

In viewing this opportunity as a potential supply partner with NCPA Members, LOLL Designs projects a dynamic and progressive opportunity for new business development.



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## Public/Government Contracts Expertise

LOLL Designs and its sales organization has direct experience with competitively bid contracts among public entities such as those that make up the NCPA Member community. Many of these competitively awarded contracts mirror the requirements outlined within the NCPA Member RFP. LOLl Designs' success and LOLl Designs' leadership commitment to this form of business and can be measured by the proactive manner in which we are responding to this RFQ.

LOLL Designs continues to expand on this area of business by focusing energy and resources internally on further developing company expertise in areas such as:

- Identifying Strategies to fully understand, engage and participate effectively in competitive procurement circumstances
- Positioning LOLl Designs' product innovations effectively for public facilities applications
- Leveraging LOLl Designs' highly competitive pricing practices from other government contracts to assure best customer pricing
- Developing and maintaining key industry standards such as sustainable design programs

In each of these instances LOLl Designs has retained the ongoing support of one of the Contract Furniture Industry's leading business development leaders in the vertical markets involving Government, Education and Healthcare. Jamie Northrop Associates Inc. will be helping guide LOLl Designs sales efforts in order to achieve the project sales revenue outlined above. Their company website can be viewed at [www.consultjna.com](http://www.consultjna.com). Jamie Northrop has helped lead and direct the notable NCPA vendor success of LOLl Designs parent company Landscape Forms Inc. along with several others.



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## Keys to Continued Contract Growth and Success – Building on Established NCPA Success Strengths

LOLL Designs' products have been awarded under Landscape Forms Inc NCPA Contract #07-53 since December of 2021. In the short time span since that award LOLl Designs has achieved NCPA sales that currently annualize to exceed \$750,000 in Sales Revenue with NCPA Members. LOLl Designs has achieved this rapid contract success by deploying its sales energy in two separate manners but for the purpose of delivering a single overall customer experience that we believe is necessary for achieving vendor excellence:

Within the NCPA Member environment LOLl Designs' sales professionals are tasked with developing LOLl Designs awareness and supplier/customer relationships within NCPA Member Facilities Managers and Designers, Procurement, and Public Works organizations. Thru those primary points of customer contact LOLl Designs also reaches to any key program area within NCPA Member's community.

LOLL Designs has already successfully utilized NCPA Market Support resources for Eblast outreach across NCPA Membership in key market segments. If awarded LOLl Designs intends to continue to fully utilize NCPA Market Support in this manner ideally with campaigns scheduled for 3<sup>rd</sup> Qtr calendar year 2022 and 2<sup>nd</sup> Qtr calendar year 2023. Both are periods in which LOLl Designs traditionally seeks and receives active sales interest from the Higher Education market.

LOLL Designs Sales Professionals are also tasked with developing LOLl Designs awareness and establishing supportive relationships with the Architectural, Engineering and Interior Design Community that avails itself to NCPA Members as well as any General Contractors, Installation and Project Mgt companies that have proven experience and success with meeting NCPA Member requirements

In viewing this opportunity as a potential supply partner with NCPA Members, LOLl Designs projects a dynamic and progressive opportunity for new business development.





## Marketing Plan - Product Mix

The proposal by LOLL Designs is a complete catalog offer of outdoor/indoor furnishings including all products offered commercially which includes Benches, Chairs, Lounge Seating, Tables, and Soft Seating Collections. At a top level, this catalog offer is segmented by product categories commonly found throughout NCPA member facilities environments and that include:

### Ancillary Furniture Products

- Cafeteria
- Classroom / Educational / Dormitory
- Conference or Breakroom / Training
- Healthcare
- Library
- Lounge / Reception
- Office
- Outdoor
- Science Lab
- Seating / Chairs
- Tables / Meeting Conference Room

A series of product collection brochures is enclosed with brief visual reference to the detailed offering within each collection. That summary is provided only for the purposes of considering this offer. A comprehensive catalog of LOLL Designs product would be provided to all NCPA Member locations via website link and in hard copy if requested. See the Product Offering and Value Added products proposed that are identified within Tab 5 and Tab 9 of this proposal.

LOLL Designs has provided an identification of all Recycled Content products as an attachment with this bid. With regard to this Marketing Plan LOLL Designs intends to market the complete mix of Environmental and Sustainable design characteristics of its products with NCPA Member locations.

Significant company effort is placed in Product Development by LOLL Designs to introduce products commercially that have the most favorable (or least detrimental) impact on the environment. For the purposes of this ongoing Marketing Plan, LOLL Designs will proactively present NCPA member locations with products that contribute favorably to Sustainable Design initiatives





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## **NCPA Member Pricing/Best Value Proposition**

The pricing and discounts offered represent a Best Value Proposition for NCPA Member locations. LOLL Designs Basic Discounting reflects the most aggressive commercial discounting used nationally and under similarly aggregated volume contract opportunities.

## **Introducing NCPA to LOLL**

Following a successful award, LOLL will take several steps to formally introduce the NCPA Contract and program to LOLL as a company.

## **Leadership Review**

LOLL senior leadership will be scheduled to participate in a webinar led by Kris Stolebarger and Jamie Northrop to review the formal Administrative Agreement with highlights of all key NCPA Terms and Conditions. A thorough examination of the agreement will be conducted to assure that all primary operational and financial mechanisms are in place to assure full implementation and ongoing contract compliance measures (Sales Tracking/Period Reporting/Fee Remittance) are in place internally

## **Sales Management Review**

LOLL Sales Management will receive orientation and training in NCPA Program Development in a webinar led by Kris Stolebarger and Jamie Northrop. This training will cover the spectrum of NCPA program considerations including:

- NCPA Program Mission as a National Purchasing Cooperative
- Key Market Segments served by NCPA and to be targeted by LOLL NCPA Sales Efforts
- Techniques for Encouraging and Facilitating new NCPA membership/enrollment by Sales and Customer Service
- Utilization of NCPA Market Support Resources (Member Lists, Eblast Campaigns)





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### **Sales Representatives Review**

LOLL Sales Representatives (current/new) will receive formal Sales Training under LOLL's NCPA Marketing and Sales Plan in a webinar led by Kris Stolebarger and Jamie Northrop. The NCPA Sales Plan will include targeted areas of business within the NCPA membership community accompanied by related sales goals in all key market areas.

### **Customer Service/Support Review**

LOLL Customer Service personnel will receive a comprehensive overview of the LOLL NCPA Marketing and Sales plan in a webinar led by Kris Stolebarger and Jamie Northrop. That is so that they are fully apprised of the goals for achieving NCPA Sales success and the methods of creating an internal customer experience that supports achieving them. LOLL intends that its internal operations will establish best practices for enriching the interaction with NCPA customers beyond the traditional steps of responding to customer inquiries and order processing.



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# loll designs and the environment

At Loll, we enhance people, the planet and our company in everything we do.



### Sustainable Materials

Our HDPE is recycled and recyclable. The colored material, which makes up the majority of our products, is post-consumer recycled HDPE sourced mainly from single-use milk jugs. The black material in our products is post-industrial recycled HDPE. An estimated eight recycled milk jugs are used in every pound of weight in a Loll chair.



### Cradle to Cradle Certification

Achieving a Cradle to Cradle® certification was a rigorous process, and no stone was left unturned as our company and our supply chains were thoroughly investigated. Throughout the process we were evaluated on five categories including material health, material reutilization, renewable energy/carbon management, water stewardship, and social fairness. Upon completion, 93% of our products became Cradle to Cradle® Certified, with 84% receiving an overall Cradle to Cradle Certified SILVER™ rating. In addition to providing product traceability, this certification provides validity for the many social and environmental pursuits we do for our employees and the community.

### Made in USA / Sustainable Manufacturing

Sustainable manufacturing is at the core of who we are as a company. Our design/manufacturing facility is located in Duluth, Minnesota, providing high quality jobs for 80+ employees. Nearly all product materials and packaging originate in the USA. During the production process, we nest in our parts to generate as little waste as possible. Of the plastic waste that is leftover, 95 percent is sent to a local recycling plant where it is recycled again. We are also able to redirect the heat that is generated from our CNC machines to keep our buildings warm during the winter months. Other efforts to reduce our environmental footprint include packaging our products in materials that all can be recycled afterwards, and moving towards a zero waste initiative.



### 1% For the Planet

A member since 2008, Loll has been a part of this alliance of businesses financially committed to positive environmental change. We annually donate 1% of the gross sales from all pieces in the Lollygagger Collection to charitable environmental groups.



### Annual Creek Clean Up and Tree Planting

Since 2008, Loll has taken a field day each year to plant trees. In 2014 this event was expanded to have a greater impact on the ecosystem connected to Lake Superior and other businesses were brought in to help plant more trees and also pull trash out of local creeks.



### Bike to Work Incentive Program

Employees earn paid time off for commuting to work via bikes a certain amount of miles per season.



### Takeback Program

Granted these products are made to last longer than you, but Loll's material is also 100% recyclable. Through our material reutilization program, customers can send products or parts back to us, and we'll ensure all the materials are properly recycled and don't end up in a landfill.



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sales@lolldesigns.com

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## loLL material reutilization program

Our products are 100% recyclable, and we are proud to produce close looped products.

If your Loll products can't enjoy a second life with someone else, or are no longer usable, we encourage you to send them back to us so they don't end up in the landfill. Our HDPE material can't be recycled with typical curbside recyclables, so to ensure your pieces are recycled properly, please send parts or disassembled products our way. We'll remove any hardware and send on to an industrial plastic recycler where they can be repurposed into another useful product.

### **Please follow these steps to send parts or products back to us -**

1. Contact [sales@loll designs.com](mailto:sales@loll designs.com) and let them know you'd like to recycle your parts or product.
2. Disassemble your product, and box it up. Protective packaging is not needed.
3. Send with the carrier of your choice to:  
Loll Designs Material Reutilization  
6100 Waseca St.  
Duluth, MN 55807  
877-740-3387



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## 3 YEAR COMMERCIAL WARRANTY

Loll Designs strives to build long-term relationships based on confidence and trust with our customers. We stand behind the quality of our premium furniture and will make things right if you are not completely satisfied with your product. Loll Designs hereby guarantees that our products will be of exceptional quality and workmanship and free from faults and defects.

Loll warrants that all components will not fail, under normal use, for five years from the shipment date for commercial applications. Loll will replace any defective component to the Original Purchaser for a period of 3 years from the shipment date. Such repair or replacement is the exclusive remedy available from Loll, and Loll is not responsible for damages of any kind in contract or in tort, including INCIDENTAL AND CONSEQUENTIAL DAMAGES resulting from any breach of warranty. EXCEPT FOR THE EXPRESS WARRANTIES DESCRIBED HEREIN, LOLL SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO ITS GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. After five years from the shipment date, Loll will still replace any defective part, but the cost of the part, shipping and labor associated with any repair or replacement will be paid by the Original Purchaser. **Proof of purchase by the Original Purchaser is necessary for all warranty claims.**

Loll's warranties shall not be enlarged in scope or extended in duration and no obligation or liability shall arise by Loll's repair or replacement of any component or surface. Repair or replacement of any component or surface is not warranted beyond the original warranty period of the original defective component or surface.

Repairs or replacements to any component or the surface required as a result of normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose of casual furniture, and acts of nature or God are not warranted. Components that have been exposed to and/or altered by fire or objects with high temperatures above 120 degrees are not warranted. Components that have been altered or disassembled are not warranted.

This warranty does not cover color change including fading due to weathering and sun exposure. Color matches on replacement parts are not guaranteed or warranted. Furniture that has been exposed to sun and weathering may have color and appearance changes. Aluminum inserts and stainless steel hardware are warranted for the Original Purchaser for three years of commercial use. Hardware exposed to salt water conditions is not warranted.

Cushion inserts, upholstery and furniture covers are warranted for the term communicated by the supplier. Cushion inserts are warranted for a period of one year from the date of shipment. Sunbrella material is warranted for a period of 5 years from the date of shipment. Furniture covers are warranted for a period of three years from the date of shipment.

Abnormal use of Loll products voids the warranty. Loll has the right to decline warranty coverage on furniture or other Loll products due to improper or unauthorized assembly or use. This Warranty is void if repairs have been made or attempted by others not affiliated with or authorized by Loll. Using petroleum based cleaners to clean your product or submerging your products in salt water will also void the warranty. Loll has the right to decline reimbursement for labor, shipping, transportation, and assembly costs for warranty replacement or repairs. Loll Outlet items are exempt from warranty coverage.

To the extent permitted by Law, the parties hereby agree to waive any provision of Law that conflicts with any provision hereof or renders any provision hereof ineffective or unenforceable in any respect. If you have any other questions or needs pertaining to our warranty, please contact Loll Customer Service at [sales@loll designs.com](mailto:sales@loll designs.com) or 877-740-3387.





# Tab 5 – Products and Services

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- ◆ 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      See Attached
  - 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      See attached look books and price list
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:
  - Ancillary Furniture Products
  - Cafeteria
  - Classroom / Educational / Dormitory
  - Conference or Breakroom / Training
  - Healthcare
  - Library
  - Lounge / Reception
  - Office
  - Outdoor
  - Science Lab
  - Seating / Chairs
  - Tables / Meeting Conference Room



# corporate social responsibility

## Loll Designs Mission

At Loll, we enhance people, the planet and our company in everything we do.



Sustainable manufacturing is at the core of who we are as a company. Our design/manufacturing facility is located in Duluth, Minnesota, providing high quality jobs for 80+ employees. Nearly all product materials and packaging originate in the USA. During the production process, we nest in our parts to generate as little waste as possible. Of the plastic waste that is leftover, 95 percent is sent to a local recycling plant where it is recycled again. We are also able to redirect the heat that is generated from our CNC machines to keep our buildings warm during the winter months. Other efforts to reduce our environmental footprint include packaging our products in materials that all can be recycled afterwards, and moving towards a zero waste initiative.



Further sustainable initiatives include organizing an annual community wide creek cleanup and tree planting event focused on providing cleanup and watershed restoration to the Lake Superior ecosystem. We are also a proud member of the global movement 1% for the Planet, donating 1% of our profits from our namesake Lollygagger Collection towards local environmental groups.



Additionally we prioritize having a great benefits package and a company culture that promotes a healthy work/life balance. Employees enjoy many opportunities like exercising during their lunch break, working remotely, bringing their pets to work, etc. We also host catered quarterly lunches, family picnics, holiday parties, Bring Your Child to Work Day, and other events to help create a sense of community and family amongst our staff. All of these factors have proven to help keep low turnover and retain employees, and in fact between Loll and True Ride (Loll's former company) our current eight office employees have an average retention rate of 10 years.



More recently Loll launched a Company Profit Sharing Program, where employees earn a percentage of year-end profits based on sales and production metrics. New in 2019, is a Community Action and Wellness Plan. In this program employees can earn paid time off for biking or volunteering a certain amount of miles or hours per season. In line with Loll's mission, this program gives back to the environment, our employees, and the community. Additionally Loll donates an average of \$27,000 in product each year to help local nonprofits with fundraisers and events.



## Tab 8 – Value Added Products and Services

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- ◆ 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.

Not currently applicable pending future product development

# Tab 9 – Innovation

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◆ Please provide details of your most recent innovation and how it affected sales in the public sector.

- New categories ADA compliant tables and chairs, soft seating collections and swings
- New fabrics and finishes Partnership with Sunbrella textiles for durable outdoor upholstery; 9 HDPE colorways
- New ergonomics N/A
- New safety features N/A
- New performance enhancement N/A
- Other Launched injection molded G blocks (fastening system) that cut down on material, routing time and waste

◆ Please outline your timeline for future innovation.

- New categories Bar/Counter Height dining and meeting tables, swivel lounge chair, pedestal tables, picnic table, lighting
- New fabrics and finishes N/A
- New ergonomics N/A
- New safety features N/A
- New performance enhancement Attached cushions for soft seating collections; expansion of ADA compliant offering
- Other

Product innovation and enhancement has historically proven to exponentially increase sales and has allowed us to enter into new customer segments. Our soft seating collection introductions substantially increased average order value and have allowed us to compete with other leading outdoor players.

See also, attached.

# Tab 10 – Required Documents

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

## **Federal Funds Certifications**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**CERTIFICATION OF ACCESS TO RECORDS**

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

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

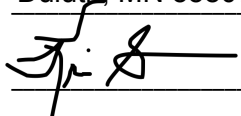
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**Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances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

Offeror: Loll Designs (Landscape Forms Inc dba Loll Designs)

Address: 5912 Waseca Street

City, State, Zip: Duluth, MN 55807

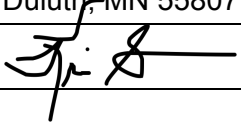
Authorized Signature: 

Date: 7/15/22

## Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>Loll Designs (Landscape Forms Inc dba Loll Designs)</u>
Print Name	<u>Kris Stolebarger</u>
Address	<u>5912 Waseca Street</u>
City, State, Zip	<u>Duluth, MN 55807</u>
Authorized signature	<u></u>
Date	<u>7/15/22</u>

## **Contractor Requirements**

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

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

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

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

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

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

### **Fingerprint & Background Checks**

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

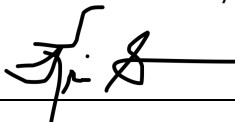
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

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

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

Authorized signature



Date

7/15/22

**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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

Company name	<u>Loll Designs (Landscape Forms Inc dba Loll Designs)</u>
Address	<u>5912 Waseca Street</u>
City/State/Zip	<u>Duluth, MN 55807</u>
Telephone No.	<u>415-886-5877</u>
Fax No.	<u>N/A</u>
Email address	<u>kris@loll designs.com</u>
Printed name	<u>Kris Stolebarger</u>
Position with company	<u>Director of Commercial Sales</u>
Authorized signature	<u></u>

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

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

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

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

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

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

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

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

### **DISADVANTAGED BUSINESS PARTICIPATION**

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

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

### **ENERGY CONSERVATION REQUIREMENTS**

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

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.



## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

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

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

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

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

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

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

### **State Notice Addendum**

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

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

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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