

Tab 1 – Master Agreement

General Terms and Conditions

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

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

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) 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 the written estimate of delivery time by the vendor to the entity 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. All deliveries shall be freight prepaid, F.O.B. destination.

- ◆ 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 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 to shall include, as a cost of sale to the awarded vendor, 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. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- ◆ Administrative Fee
 - All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
 - The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**.

- ◆ Audit rights
 - Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
 - Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

- ◆ 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.

- ◆ Licenses and Duty to keep current licenses
 - Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

- ◆ 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. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

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

demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

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

◆ Miscellaneous

- Either party may cancel this contract 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.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
 - ◆ Providing material that does not meet the specifications of the contract;
 - ◆ Providing work and/or material that was not awarded under the contract;
 - ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
 - ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
 - ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the

opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity 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 awarded vendor. All costs necessary to verify compliance are the responsibility of the award vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).

◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor(s) 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 one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms or any combination of time equally not more than 4 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP and has written approval of NCPA and Region 14ESC.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is 2 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents 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

- ◆ Product & Services/Pricing (40 points)
 - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
 - Competitive Level of Pricing for vendor's available products and services
 - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
 - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
 - Other factors relevant to this section as submitted by the responder(s)

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
 - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
 - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
 - Respondent(s)' processes, and quality of organizational structure
 - Contract implementation/Customer transition
 - Financial condition of vendor
 - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
 - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
 - Other factors relevant to this section as submitted by the proposer

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

- ◆ Qualification and Experience (15 points)
 - Respondent(s)' reputation in the marketplace
 - Past relationship with Region 14 ESC and/or NCPA members
 - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
 - Experience and qualification of key employees
 - Location and number of sales persons who will work on this contract
 - Marketing plan and capability
 - Past experience working with the government sector

- Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
 - Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
 - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
 - Customer Service
 - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
 - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
 - Green initiative(s) (e.g.; philosophy, certificates, awards)
 - Quality and breadth of value add(s)
 - Other factors relevant to this section as submitted by the proposer

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Game Day Athletic Surfaces
Address	5703 Shadow Lake Drive
City/State/Zip	Pinson, AL 35126
Telephone No.	205-542-7588
Fax No.	
Email address	james@gamedayathleticsurfaces.com
Printed name	James Mathews
Position with company	President
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 6, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and Game Day Athletic Surfaces (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 6, 2019, referenced as Contract Number 08-26, 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 Natural Sport Surfaces, Installation and Related Materials ;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Agency Name	Zip Code	State	RQN Proposal #	Order Date	Internal PO, Job #, FX#, Notes etc.	Sale Amount	Admin Fee (3%)
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Total _____

- Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

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

National Cooperative Purchasing Alliance:	Vendor:	Game Day Athletic Surfaces
Name: <u>Matthew Mackel</u>	Name: <u>James Mathwes</u>	
Title: <u>Director, Business Development</u>	Title: <u>President</u>	
Address: <u>PO Box 701273</u>	Address: <u>5703 Shadow Lake Drive</u>	
<u>Houston, TX 77270</u>	<u>Pinson, AL 35126</u>	
Signature: <u></u>	Signature: <u></u>	
Date: <u>December 6, 2019</u>	Date: <u>11-19-2019</u>	

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

***Click on RQN Logo at the bottom of the home page and a form will pop up.**

*** Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 5 minutes.
- Include the quotation number on all proposals.


This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date: 11-19-2019

RFP Number: 31-19

Company Name: Game Day Athletic Surfaces

Printed Name: James Mathews

Signature: 

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Clay, State of AL

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Diann Johnson

Title: Office Manager

Company: Game Day Athletic Surfaces

Address: 5703 Shadow Lake Drive

City: Pinson State: Alabama Zip: 35126

Phone: 205-612-2506 Email: diann@gamedayathleticsurfaces.com

- Purchase Orders
 Contact Person: Daniel Ruggiero
 Title: Chief Operating Officer
 Company: Game Day Athletic Surfacecs
 Address: 5703 Shadow Lake Drive
 City: Pinson State: AL Zip: 35126
 Phone: 256-755-2975 Email: daniel@gamedayathleticsurfaces.com

- Sales and Marketing
 Contact Person: Keith Mitchell
 Title: Sales Manager
 Company: Game Day Athletic Surfaces
 Address: 5703 Shadow Lake Drive
 City: Pinson State: Al Zip: 35126
 Phone: 205-504-2136 Email: keith@gamedayathleticsurfaces.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

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No

◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
There are none at this time			

Tab 4 – Vendor Profile

Type text here

Please provide the following information about your company:

GENERAL:

- Company's official registered name.
 - Game Day Athletic Surfaces, Inc.
- Brief history of your company, including the year it was established.
 - Athletic Field Construction, renovation, maintenance, and material supplies. YR: 2015
- Company's Dun & Bradstreet (D&B) number.
 - N/A
- Corporate office location.
 - 5703 Shadow Lake Drive Pinson, Al 35126
- List number of employees either nationally or regionally (if your response is not all states) with breakdown of direct sales, sales support, service technicians, engineering support and administration.
 - 15 : 2 Administrative, 2 Sales Support, 11 service technicians
- List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
 - 1, 5703 Shadow Lake Drive Pinson, Al 35126; James Mathews, Pres. 205-542-7588; james@gamedayathleticsurfaces.com
- Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - Sales : Daniel Ruggiero , 256-755-2975, daniel@gamedayathleticsurfaces.com
 - Sales Support Keith Mithcell, 205-504-2136, keith@gamedayathleticsurfaces.com
 - Marketing Lauren Hulon, 205-516-8767, lauren@gamedayathleticsurfaces.com
 - Financial Reporting James Mathews, 205-542-7588, james@gamedayathletisurfaces.com
 - Executive Support Diann Johnson, 205-612-2506, diann@gamedayathleticsurfaces.com
- Define your standard terms of payment.
 - 15-30 days
- Who is your competition in the public marketplace?
 - Carolin Green, Percision Turf, River Regions Sports Fields, among others

- What is your strategy to increase market share in the public space?
 - referral network within MLB and Colleges, Conventions state and local, state associations to include sports, BOE, AD, CM Coaches,
- What differentiates your company from your competitors?
 - We offer full services to include: construction, renovation, maintenance, materials sales, design build, and consultations
- Briefly summarize your company's Quality control/Quality assurance program.
 - Prepared daily and weekly reports coupled with a project schedule shared with our staff, project managers, and superintendents. The reports are developed through constant communication of project details, time lines and owner expectations.
- Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
 - No

- Provide evidence of your company's ability to continuously lower the customer's costs. Provide examples of any documented cost reduction results that your company has engaged in with your customers.
 - Our project reports, schedules, and communication with the contract owner allow a real time assessment of job cost . We constantly source materials for our clients in order to reduce shipping rates and in long term contract relationships our clients are provided with material discount pricing. Client examples are Pinson Valley High School Baseball & softball, BOE Tuscaloosa City Schools, Hewitt Trussville High School Baseball and Softball.

PRODUCTS:

- What is the reputation of your company's products in the public marketplace?
 - excellent, we have not lost a client or had a request to repair our product or services unless it was for the client's financial reason
- What equipment/system support documents will your company provide?
 - Provide one-site training with a supplied owners manual and written instructions. Customer Service lines and visit during and after all projects
- Identify the process of receiving a purchase order to the ordering of equipment.
 - Contact the administrator and request the number to looking at our catalog , website , and calling, emailing and placing order
- Describe your company's shipping schedule notification procedures.
 - Customer is provided updates during the ordering process. When products are shipped we notify client and follow up once products are received.
- Describe how your company deals with shipping delays. How do you notify your customer of delays?
 - We contact the customer and ask if a delay is okay and if not we personally deliver, intervene in the shipping, or ship another product out on a faster delivery method.
- Provide your shipping schedule reporting form. How many times do you update?
 - We address this on a daily and weekly basis depending on the quantities and types of shipping we employ
- How many products do you stock? Where?
 - 303 products; Our Warehouse in Trussville, AL and our Distributors locations in Lacy Springs, AL and Columbia, TN
- Describe any direct order entry system or capabilities your organization has such as internet capabilities.
 - Our capabilities include orders through tabs on our website which generate an email order , CRM software text/email ling order, or call in orders via the phone or direct sales request
- If your product is defective, what is the replacement process and turnaround?
 - Within a few days with the exception of shipping delays based on distance from home office, force majeure or administrative/operational delays of our client
- What is the capability of your company to respond to emergency/rush orders?
 - Immediate and only delayed by distance from customer location
- State whether your company provides a quality guarantee on your products. If so, please describe.
 - Our warranty is based on the product warranty period and we will repair or replace a defective product or service if circumstances require it.
- Describe your procedures to monitor the quality of your products.
 - Continual communication with our customers, site visits , and regional site visits with our field and sales department staff
- Do you offer extended parts and labor warranties? If yes, state length of warranty.
 - Yes, 1-10 years is the range of time based on the product or service
- Please give examples of state and local agencies where your company has extended labor warranties. Include length of these warranties.
 - Pinson Valley High School Softball 1 year on Irrigation/Natural grass playing field.
- What states would your company not honor pricing on your supplied equipment for this contract, in the event that this contract is made available to all states?
 - none

SERVICES:

- Describe your company's Customer Service Department (hours of operation, number of service centers, parts outlets, number of technicians, etc.) Clarify if the service centers are owned by your company or if they are a network of subcontractors.
 - 24 hours one main product/equipment location, 13 technicians,
- Discuss your organization's capability and historical flexibility in completing timely service calls and problem resolution.
 - 1 day to a week based on the complexity of the service call and within a few days response given the distance of logistics to customer
- Please describe the quality program(s) within your company which measures your service work.
 - Presidential, Chief Operating Officer, Senior Foreman, and Job Foreman oversight and review of all materials and services provided to the customer before invoicing or final job completion for the customer
- Describe your call center organization.
 - We do not have a call center our customers have direct communication to the President, COO, Operations Manager, and Office Manager Cell Phones
- List the steps taken from start to finish in receiving a service call through to completion of repair and invoicing. Include time frames associated with each step.
 - contact customer(same day), schedule repair(next day w/in reason), technician repairs(based on job), coo and foreman reviews(during job and completion), office issues repair ticket at no cost if under warranty(day after job completion)
- What is the reputation of your company's service in the public marketplace?
 - Excellent
- Identify the process of receiving a purchase order to the providing of a service contract.
 - Service Contract is typically provided before a PO and the PO is acquired before work begins. The home office will receive a PO via phone or email and notify the operations manager that service can begin upon clients request.
- Describe your company's post-installation and warranty support
 - All Customers have a direct line of communication with their Project Manager, Superintendent, and COO of the company. All decisions will be communicated and made directly from COO.
- Explain how your company qualifies/certifies its service centers and what types of checks are performed to ensure standards are upheld.
 - Issues are managed and addressed by our own in-house staff. Allowing us to be more efficient as well as giving assurance to our customers.
- Explain how your company would propose a planned turf replacement program including how you would identify replacement and how pricing would be addressed.
 - See attached
- Describe what project scheduling tools your company use to track projects during construction.
 - Based on the project size and details we use software consistent with Co-construct or Builder Trend
- Describe how your company handles site development and project permitting process.
 - During planning phase we reach out to the governing bodies to determine what permits will be needed procedures for obtaining, and requirements of each permit; Thus allowing us to include in proposals.
- Describe your company's construction management plan.
 - Project Manager on-sight daily; tasked with daily/weekly reports across all facets of our scope of work. Open communication lines with staff, vendors, and customer to maximize efficiency. We self-perform all facets of athletic field work allowing us better quality control and communication.
- What is your standard warranty on installation?
 - We pride ourselves in quality and reputation. Warranty is determined by work performed; most of the time specified by customer or architect and we accommodate all reasonable requests.
- State whether your company provides a quality guarantee on your service. If so, please describe.
 - We provide a guarantee of industry standards on our finished products and professionalism. We willing honor and stand behind any products or project we deliver. Which will include any additional warranties requested if mutually agreed upon.

- What states would your company not honor pricing on services for this contract, in the event that this contract is made available to all states?
 - none , **additional shipping rates will apply to our products final pricing based on the location of the customer. Also please see attached**

SAFETY:

- Describe your company's safety program during service/repair work.
 - Each service or repair work has a specified safety requirement which is touched on daily on site or in company briefings daily and weekly during the project. The perspective subject matter expert for the specific scopes of work conducts briefings.
- Describe your company's safety program during construction.
 - Each project has a specified safety requirement and briefings for all equipment and materials used. All sites will have an onsite instructional walk through over any hazards or potential safety concerns. Daily on site or in company briefings will occur and weekly reviews during the project. The perspective subject matter expert will for the specific scopes of work conduct a briefing.
- Indicate number of lost hours or other benchmarks to verify your company's effectiveness of their safety record. -- None

What reporting mechanism does your company provided to the customer upon completion of any project? *****Email with attached excel spreadsheet, or contract, of items completed on the job.

MARKETING/ SALES

- Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - A co-branded press release within first 30 days
 - Announcement of award through any applicable social media sites
 - Direct mail campaigns
 - Co-branded collateral pieces
 - Advertisement of contract in regional or national publications
 - Participation in trade shows
 - Dedicated NCPA and Region 14 ESC internet web-based homepage with:
 - NCPA and Region 14 ESC Logo
 - Link to NCPA and Region 14 ESC website
 - Summary of contract and services offered
 - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
 - refer to the questions below and our answers to include the aforementioned suggestions
- Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
 - We will explain to our current and potential customers that the NCPA CO-Op allows for owner savings and direct control of their product and service selection to select specialized companies for their direct needs.
- Explain how your company plans to market this agreement to existing government customers.
 - Provide the website, an informational packet, contact info of the NCPA Regional Representative, and explain this process to our customers in person and electronic means. We would place the decision maker in touch with NCPA
- Provide a detailed 90-day plan describing how the contract will be implemented within your company.
 - Day: 1-10(create training and marketing material in hard and electronic form), Day 11-21(sales seminar training) Day 22-90(market to our clients, regional state and local governments)
- Describe how you intend on training your national and/or regional sales force on the Region 14 ESC agreement.
 - Utilize our 90 day plan aforementioned and explain to the sales force that the co-op allows direct customer ownership over their project , selection of specialty vendors and maintain control and overall customer standards of their project and products.

- Acknowledge that your organization agrees to provide its company logo(s) to Region 14 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
 - Yes

ADMINISTRATION

- Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
 - None
- Describe the capacity of your company to report monthly sales through this agreement.
 - We can update the Program Manager or Regional Controller an emailed report or by another means if more efficient for reporting
- Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
 - We can email or add the entity to our construction management software reporting schedule
- Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.
 - This will allow us an opportunity to deal directly with the owner instead of a GC , provide for discount pricing on materials and services

Green Initiatives

- We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.
- Please provide your company's environmental policy and/or green initiative.
 - Recommend natural grass playing surfaces & fields instead of synthetic tur fields. Our agronomic ----- SEE ATTACHED establishment programs are organic

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***. M/WBE, HUB, DVBE, small and ***disadvantaged business certifications and other diverse business certifications***, as well as manufacturer certifications for sales and service must be included if applicable.

Tab 5 – Products and Services

- ◆ It is the intention of NCPA to establish an annual contract with highly qualified vendor(s) for Natural Sport Surfaces, Installation and Related Materials on a national basis. Vendor(s) shall, at the request of NCPA member, provide these covered services under the terms of this RFP and the Contract Terms and Conditions. Vendor shall assist the NCPA member with making a determination of its individual needs, as stated below.
- ◆ The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by the NCPA member.

INFORMATION TO OFFERORS

- ◆ NCPA intends to enter into Natural Sport Surfaces, Installation and Related Materials Contract(s) for the construction, maintenance, repair and alteration services related to sport surfaces. These contracts will be available for use by all public entities such as ESC's, ISD/USD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities. Each entity signs an inter-local agreement approved by their board or designated agent with NCPA when required by state statute.

OFFERORS ARE REMINDED THAT NO WORK IS OR HAS BEEN GUARANTEED UNDER THIS CONTRACT.

- ◆ Those companies seeking multiple state awards should provide contractor license to work in the requested states and propose a separate pricing for each.
- ◆ If a respondent is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to NCPA requesting the additional state(s). In addition, the contractor must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents. It is the intent of NCPA in this document to meet each state's statutory requirements for performing Roofing Services in that jurisdiction.
- ◆ If a respondent is awarded a contract for the requested states and later decides to request that additional affiliates be allowed to work on this contract, then a written request must be made to NCPA regarding the addition of the affiliate(s). Successful Respondents must also submit a written request to NCPA if they wish to discontinue an affiliate from doing work on this contract. All work done under this contract by affiliates, subcontractors or other parties will be the responsibility of the primary contract holder.
- ◆ Upon award, the contractor may be designated as the NCPA Natural Sports Surfaces contractor by a client via an approved inter-local agreement. Clients may not compete Natural Sports Surfaces jobs between contractors or designated hard bids in violation of Texas State law. The inter-local or interstate agreement (members in other states may conform to their state and local statutes in using NCPA contracts) must be signed between each member and NCPA.

- ◆ The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with client members.
- ◆ NCPA will receive 3% of the total revenue from each PO executed under this contract less any sales tax or performance or payment bond. This fee will be included in the contractor's pricing proposal and will not be issued as a separate line item in any job proposals issued to client members.
- ◆ NCPA encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractors evaluation process as well as selection process for certain client members as a requirement for their delivery orders.
- ◆ NCPA will provide some oversight in assisting both the client members and the contractors in the marketing to the client members, training (education), and provide at a minimum an annual audit and review of each of the contractor's programs.
- ◆ The contractor at his expense and included as part of overhead will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of work, a certificate of insurance showing that NCPA has been named as additional insured. If the member has higher insurance requirements, than those requirements may be added as an addendum to the purchase order.
- ◆ Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.
- ◆ Regular work hours will be considered to be 7am to 5pm local time unless otherwise agreed by NCPA member. A schedule for performance of work that can be met without planned overtime is the responsibility of the Contractor, unless otherwise requested by the owner.

CONTRACT AND DOCUMENTS

- ◆ The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the NCPA contract, NCPA, at its sole discretion, will decide which provision will prevail.
- ◆ Other documents to be included are the contractor's proposals, task orders, purchase orders and any attachments which have been issued.

PERFORMANCE BOND PLAN

- ◆ The contractor shall submit a detailed performance bond plan that will meet the member's local and state statutory requirements. The vendor is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed on in the submittal. Respondents shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to NCPA or its members upon request. Contractors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to NCPA. The actual cost of the bond will be a pass through expense to the client and added to the purchase order.

SAFETY/ENVIRONMENTAL PLAN

- ◆ The contractor shall submit a detailed safety plan with their submittal. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

- ◆ The contractor shall submit a QA/QC plan within with their submittal. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the client members staff.

SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

- ◆ The contractor shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractors log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractors safety plan). The subcontractors will be held to the same standards as the primary roofing contractor.
- ◆ A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.
- ◆ The contractor shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes and process to maintain upstanding workmanship and service.

PRODUCT PERFORMANCE MINIMUM REQUIREMENTS

- ◆ All natural sports surface systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings.. The prime contractor

awarded a contract will comply with the latest, most stringent industry-standard construction details. Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified and explicitly agreed to by the NCPA member.

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

- ◆ This will consist of the following points. (1) The contractor shall remove movable furniture in the work area and place it back in the required location upon completion. (2) The purchase, delivery and storage of project construction materials should not interfere with the clients operations. (3) Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the contractor at no charge. (4) All permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless they are provided by the client member.
- ◆ If there is a dispute between the contractor and client, NCPA or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.
- ◆ NCPA or its representative reserves the right to inspect any project and audit the contractor's NCPA project files, documentation and correspondence.
- ◆ Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.
- ◆ It is the contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the contractor will make arrangements for portable toilets.
- ◆ The Member Agency reserves the right to require the contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the Member Agency's property. The Member Agency shall have the right to effect the immediate removal of any person associated with the contractor from the member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the NCPA member.
- ◆ Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Contractor shall notify the Member Agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the Member Agency reserves the right to reject the proposed employee with a criminal background. No person employed by Contractor who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the NCPA member.

Description of Products and Services Offered

(Note: Pricing is to be provided separately in the TAB 7-Pricing)

- ◆ A listing of products and services that should be offered under this contract is provided in TAB 7-Pricing, but the offering need not be limited by this listing. Contractor may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, RS Means or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation (TAB 7). RS Means or any other approved benchmarking service can be used as an alternate pricing mechanism for special situations. Provide the coefficient(s) for all applicable regions for RS Means on the final page provided in the TAB 7-Pricing.

Construction Process and Methods of Natural Grass Athletic Fields

Any vendor may offer a wide variety of design, base, and layouts

- ◆ Base Grading:
Site is to be prepared at plus or minus 1/10th of inch of subgrade consistency
- ◆ Material Selection:
Variance may apply due to region of the country and client request
- ◆ Subsurface Drainage:
Layout and materials to include the most current industry standards. Design and material options differ depending on region, use, and preference
- ◆ Irrigation Installation:
Layout and design to include most current industry standards and functionality
- ◆ Root Zone Selection:
With various options of top soil and sand available the regions of the country will dictate what sources the material will come from.
- ◆ Grass Selection:
Certified sand based sod and in certain circumstances seed may be a viable option. All varieties of turf grass used and selected must be certified by the governing body of that industry and at times both regionally
- ◆ Grass Establishment:
Immediate turn over to the owner with a required grow in period of no less than one year by Contractor.

Base Grading:

- ◆ Native soil fields high in silt and clay are not suitable for intensive use because they provide poor drainage and easily compact during use. Therefore, native soil will likely have to be excavated from the site. If topography permits, sand can be placed directly on the surface without excavation after level grading at a considerably reduced cost. If excavation is necessary, it should be performed so that the finished grade at time of planting conforms to the sidelines or track area. Optimum grading depth for high-quality fields should be 16 inches. This depth will be replaced with 4 inches of base material (pit-run gravel) and then 12 inches of sand. Drain tiles are typically

trenched into the subsoil at the bottom of this grading depth. Bases should be graded flat, or have a crown of 6 inches from the center to the sidelines.

- ◆ Although a 16-inch depth is optimum, it is possible to build a functional field with a 12-inch layer of sand and no fine gravel base; however, as in the design described above, drain tiles should be set another 4 inches down into the subsoil. The drain lines are trenched and the drains should be covered with fine gravel or coarse sand material before the sand is installed.

Material Selection:

- ◆ “Base material” here is defined as sand or pit-run gravel (naturally occurring deposits of sand and gravel) placed over the drain lines and the graded sub-base. This material should drain rapidly to facilitate faster movement of water to all drain lines. If ample quantities of low-cost sand are available, the entire profile could be made up of sand to the grass surface. Base materials can include pit-run gravel with a maximum of 2 to 3 percent total silt and clay. Other materials may include pea gravel or coarse sand, with particles ranging from No. 8 to No. $\frac{3}{8}$ Screen. Never put fine sand or soil over coarse gravel or allow any similar abrupt profile changes. Saturated zones will occur at these interfaces. Try to maintain textural uniformity in the profile.
- ◆ The depth of base material can vary from 4 to 12 inches. Carefully deposit base material over the field to avoid disruption of the base grades and to prevent damage to the drainage lines. During installation, never run wheeled equipment across drainage lines. The base material can be brought to grade with light, tack-type equipment or light grading equipment. Normal grading operations can be used to bring the field to grade, but never heavily compact the base material.

Subsurface Drainage:

- ◆ Installation of drainage lines is necessary when water tables are too close to the surface and must be lowered. Drainage should also be installed when subsoils are impermeable or so slowly permeable that turf grass root zones remain saturated for extended periods. Subsoils that are moderately permeable ($\frac{1}{2}$ inch per hour or greater) do not require extensive drainage installation. A standard percolation test conducted at about 30 inches deep will help determine the need for drainage lines.
- ◆ When drainage is necessary, install drain lines on 15-foot centers arranged longitudinally on the football field. This spacing will allow free movement of vehicles during the construction process and will facilitate rapid water movement into the drain lines.
- ◆ Install drain lines 16 to 24 inches below the grassed surface at a 1- to 2-percent minimum grade. Drainage trenches should be 6 to 8 inches wide and should be dug with laser-controlled machines. This will ensure the proper grade and depth of drain lines. Drainage trenches should be dug with a wheel ditcher with a cleaning shoe, which leaves a V-shaped, clean, and graded trench bottom. If other types of trenchers are used, the contractor should cut a level (flat) bottom and excavate 2 inches deeper than the required invert elevations and place $\frac{1}{8}$ -inch minus to $\frac{5}{16}$ -inch minus pea gravel 2 inches deep, leveled to grade for placement of the drain lines.
- ◆ Try to select trenchers that will place the base material into a truck or trailer, or as far away from the trench as possible for easier removal and to prevent it from falling back into the trenches.

Remove from the site all material dug from the base or uniformly spread it over the area if it does not interfere with the final base grades.

- ◆ Drain lines can be placed longitudinally from end to end on naturally sloping terrain or crowned fields but this is not practical on flat terrain.
- ◆ The herringbone method is a typical alternative to longitudinally oriented drain lines. Typically, the field should be divided from the center and trenched in each direction, reducing the length of run in half. Since a perimeter drain should be installed around the football field to facilitate drainage of both the field and the running track, these longitudinal drain lines can be coupled with the perimeter drain and discharged into storm sewers or other suitable sites. Some drainage lines are manufactured with slits 360 degrees around the tubing and some are drilled with holes only on one side at 45-degree angles. In the latter case, always place the holes downward. During installation, attempt to keep soil off the drain lines and trenches. Carefully cap blind ends and properly connect and tape all joints to prevent entrance of soil material or animals.
- ◆ Drainage lines spaced on 15-foot centers should be installed with 3- or 4-inch, semi-rigid drainage tubes with slits or drilled holes to facilitate inflow of water. After the drain lines are in place, backfill trenches with pea gravel (1/8 to 5/16 inch) or coarse sand to a depth of 2 to 4 inches over the top of the drain tubing to avoid migration of fine sand particles into the drain line, causing clogging of the drains.
- ◆ Extend drainage lines through the end zones to tie in with the perimeter drains near the running track. The drainage line surrounding the running track will intercept all field drains and should be 6 inches in diameter. Install catch basins around the perimeter of the field over the 6-inch drain at strategic locations for rapid evacuation of water from running tracks. About 8,000 feet of drain lines will be needed for fields like this. It may be possible to also install irrigation lines in the drain line trenches. This should be discussed with an irrigation engineer.

Irrigation Installation:

- ◆ Irrigation is essential on sand-based fields. Determine availability of adequate irrigation water throughout the year at an early stage while planning the installation of an athletic field. Irrigation systems should be designed and installed by competent irrigation specialists. Sand fields cannot achieve their maximum usefulness without systems to irrigate the field during dry periods. Automatic irrigation systems with safety pop-up heads are best for sand-based athletic fields. Irrigation water can be more carefully controlled from this type of system. Install irrigation heads at a grade somewhat higher than the finished surface; after the soil has settled and the grass has become well established, these heads can be lowered to their proper final height.

Tab 8 – Value Added Products and Services

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

Executive Summary

- ◆ Describe the product and/or service in an outline format
*** refer to our catalog attached in Tab 7
- ◆ Describe the value to participating agencies
***If you participate in the full programs, renovations, or continual service with Game Day our products are offered at a discounted rate for contracted clients.
- ◆ Describe the value to NCPA
**** NCPA will benefit from the customer's contracted with Game Day because everytime a product or service is purchased or utilized NCPA will receive a constant foundational cash flow from our revenues purchased through the co-op
- ◆ Describe how your company would market this product and/or service through this contract
**** We will send our catalog to coaches, schools, colleges, municipalities, and board of educations. In addition we will electronically promote our products and services through social media outlets and websites.
- ◆ Provide an anticipated size of the market for this product and/or service in the public arena
**** For example there are 67 Counties in Alabama, 460 incorporated cities, 173 school districts and 67 Board of Educations, etc... Now look at the number of each in each state!!!

Detail Description

- ◆ Where is the product manufactured?
**** many different states and cities, and possibly countries based on certain products.
- ◆ Any certifications provided?
*** certain products come with warranties and certifications
- ◆ Where is the service performed?
**** they are provided based on where the customer is
- ◆ Who performs the service and what is their expertise?
**** Services are provided by Game Day Staff who specialize in the use and application of the products
- ◆ Is this a proprietary product and, if not, who is your competition?
*** many of the products we sell are specific to that company and there are competitors in the market who sell athletic field supplies
- ◆ Provide references
**** Please refer to our reference list in Tab 6
- ◆ Provide case studies
***Please refer to our reference list in Tab 6
- ◆ Provide any pricing that is different than the pricing in TAB 7 in this solicitation.

Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Game Day Athletic Surfaces
Print Name	James Mathews
Address	5703 Shadow Lake Drive
City, State, Zip	Pinson, Al 35126
Authorized signature	<i>James Mathews</i>
Date	11-19-2019

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

James Mathews

Date

11-19-2019

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	Game Day Athletic Surfaces
Address	5703 Shadow Lake Drive
City/State/Zip	Pinson, Al 35126
Telephone No.	205-542-7588
Fax No.	
Email address	james@gamedayathleticsurfaces.com
Printed name	James Mathews
Position with company	President
Authorized signature	<i>James Mathews</i>

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of

payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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

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

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

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

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

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

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

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

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