

**SUPPLEMENTAL CONTRACT INCORPORATING
REGION 14 EDUCATION SERVICE CENTER AND NCPA
PUBLIC SECTOR MASTER CONTRACT
FOR PROCUREMENT OF FURNITURE**

This **Supplemental Contract Incorporating the Region 14 Education Service Center and National Cooperative Purchasing Alliance (“NCPA”) Public Sector Master Contract for the Procurement of Furniture (“Contract”)** is entered into by and between the Mountain View Whisman School District, a California public school district (“**District**”) and Mamava Inc. (“**Mamava**”). District and Mamava may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, District has a need for lactation pods and all associated components and parts (“**Products**”) and installation services (“**Services**”) (together, “**Produces and Services**”) to provide adequate and safe lactation spaces at various District sites which include:

<u>District Site</u>	<u>Address</u>
Bubb Elementary School	525 Hans Ave, Mountain View, CA 94040
Landels Elementary School	115 W Dana St, Mountain View, CA 94041
Imai Elementary School	253 Martens Ave, Mountain View, CA 94040
Mistral Elementary School	505 Escuela Ave, Mountain View, CA 94040
Vargas Elementary School	220 N. Whisman Rd., Mountain View, CA 94043
Castro Elementary School	500 Toft St., Mountain View, CA 94041
Monta Loma Elementary School	460 Thompson Ave, Mountain View, CA 94043
Stevenson Elementary School	750 San Pierre Way, Mountain View, CA 94043
Theuerkauf Elementary School	1625 San Luis Ave., Mountain View, CA 94043
Graham Middle School	1175 Castro St, Mountain View, CA 94040
Crittenden Middle School	1701 Rock St, Mountain View, CA 94043

(“**Site**”); and

WHEREAS, District desires to purchase the Products and Services and enter into a procurement contract with Mamava for procurement of the Products and Services in a cost-effective manner; and

WHEREAS, after a competitive solicitation and selection process by the Region 14 Education Service Center (“**Region 14**”), as the Principal Procurement Agency, in partnership with NCPA in order to establish a national cooperative master purchasing contract for Furniture, Mamava was awarded and entered into the Master Contract No. 07-105 (“**Master Contract**”), that is a current and valid contract through September 30, 2025; and

WHEREAS, the Master Contract includes Furniture with dynamic pricing; and

WHEREAS, Mamava wants to provide the Products and Services to the District pursuant to and consistent with the terms of the Master Contract and this Contract; and

WHEREAS, the Master Contract allows for any state and local governmental entity including public and private schools to purchase products and services at prices indicated in the Master Contract and enter into supplemental agreements to further define the materials and products to be provided and the level of service requirements that are specifically being provided; and

WHEREAS, use of the Master Contract is preceded by registration with NCPA as a participating Public Agency in NCPA’s cooperative purchasing program; and

WHEREAS, the District is a Participating Public Agency; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. This Contract fully incorporates by this reference the following documents:
 - 1.1. The Region 14 Request for Proposal, RFP No. 24-22, including without limitation, all provisions, documents and awarded proposal(s) incorporated therein by reference or operation of law, and attached hereto as **Exhibit A**.
 - 1.2. Master Contract No. 07-105 incorporated herein by reference or operation of law, and as may be further revised and updated during the term of this Contract, and attached hereto as **Exhibit B**.
 - 1.3. Mamava's Response to RFP No. 24-22, including all Exhibits referenced therein and attached to the Master Contract above, and attached hereto as **Exhibit C**.
 - 1.4. Mamava's quote to the District, with terms and conditions not included in the Master Contract or Mamava's Response to RFP removed, ("**Quote**") attached hereto as **Exhibit D**.
 - 1.5. Completed Certifications attached hereto as **Exhibit E**.
 - 1.6. Performance and Payment (Labor & Material) Bonds attached hereto as **Exhibit F**.
2. Mamava hereby extends to the District identical terms and conditions as those granted under the Master Contract as explained, modified and supplemented in this Contract.
3. **Order of Precedence.** To the extent any term or condition of this Contract is inconsistent with the Master Contract, this Contract shall control, especially with respect to the delivery, payment, venue, or jurisdiction provisions in this Contract which shall control over all other contradictory provisions. Unless otherwise provided, the order of preference is as follows: (i) the terms of this Contract, (ii) the terms and conditions of the Master Contract (except for delivery, payment, venue, or jurisdiction provisions), (iii) the terms and conditions of the Region 14 RFP (except for delivery, payment, venue or jurisdiction provisions); (iv) Mamava's RFP Response; and (v) Mamava's Quote executed by the Parties for the purchase of Products and Services.
4. **California Law.** Mamava shall at all times comply with applicable California Law in performing any service, providing the Products and Services and/or satisfying its obligations to the District under this Contract.
5. **Term.** The Parties agree that the "Term" section of the Master Contract is hereby deleted in its entirety and replaced with the following term: The term of this Contract shall begin on the Effective Date and continue until September 30, 2025. This Contract may be extended by mutual written agreement of the Parties on an annual basis to the extent permissible under, and to the extent that, the Master Contract is renewed. Either Party may terminate this Contract without cause upon thirty (30) days' prior written notice to the other Party. This Contract may be extended as agreed by the Parties in writing.
6. **Price and Payment.** The price for the Products and Services shall be **\$234,300**, not including sales tax, as set forth in the Quote ("**Contract Price**"). District agrees to pay Mamava for the Products and Services received pursuant to this Contract, at the price indicated and as more specifically described in the Quote. District will pay Mamava all undisputed amounts within thirty (30) days after Mamava submits an approved invoice to the District for completed work under the Products Phase or Services Phase, respectively, as set forth herein.

Mamava hereby acknowledges and certifies that that the prices indicated herein, and in any invoice, are prices indicated and/or authorized pursuant to the Master Contract.

7. **Phasing/NTPs.** The work under this Contract shall be performed in two (2) phases (“**Phase(s)**”).
 - 7.1. The first phase shall consist of all work to provide and deliver the Products, inclusive of obtaining DSA approval for the Services Phase (“**Product Phase**”). The second phase shall consist of all work to install the Products (“**Services Phase**”).
 - 7.2. Mamava shall not begin the work of, or bill for, any Phase until and unless the District issues a Notice to Proceed (“**NTP**”) to Mamava for that particular Phase.
 - 7.3. The District shall issue a NTP for the Product Phase and Services Phase, respectively, in the forms attached hereto as **Exhibit G**.
 - 7.4. The Contract Price is split as follows between the Product Phase and Services Phase: **\$206,800** for the Products Phase and **\$27,500** for the Services Phase.
 - 7.5. Mamava shall complete the Products Phase by [**8/17/23**] and the Services Phase by [**8/17/23**].
8. **Delivery/Freight.** Mamava shall deliver the Products to the Site as indicated herein and in the Quote. Unless otherwise indicated the following conditions shall apply to all invoices issued under this Contract:
 - 8.1. The Products shall be delivered by Mamava at Mamava’s sole expense. Packing slips must accompany all shipments. Mamava shall strictly adhere to the delivery and completion schedules specified in this Contract.
 - 8.2. Time, if stated as a number of days, shall mean calendar days unless otherwise specified.
 - 8.3. The quantities specified in the Quote are the only quantities required, unless otherwise agreed to by the Parties in writing. If Mamava delivers in excess of the quantities specified in the Quote, the District shall not be required to make any payment for the excess equipment, materials, or supplies, and may return them to Mamava at Mamava’s expense or utilize any other rights available to the District at law or in equity.
 - 8.4. The risk of loss or damage to the Products shall not pass to the District until the District receives physical possession of the Products.
 - 8.5. All line items shall be delivered to the District, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by the District. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.
 - 8.6. All prices in the Quote and invoice(s) are inclusive of bonds, tax and F.O.B. destination, unpacked, and assembled (if necessary) to the designated District Site at the time of order. No additional freight, drayage or labor charges will be permitted. All cartons and other packaging materials, to the extent unpacking occurs, must be removed from the designated District Site by Mamava or its agents.
9. **Subcontractors.** Subcontractors, if any, engaged by Mamava for any service or work under this Contract shall be subject to the approval of the District (“**Subcontractor(s)**”). Mamava agrees to bind every Subcontractor by the terms of this Contract as far as such terms are applicable to Subcontractor’s work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Mamava shall subcontract any part of this Contract, Mamava shall be fully responsible to the District for acts and omissions of its Subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the District.
10. **Prevailing Wage.** Mamava is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and Mamava’s and subcontractors’ obligations and liability for violations of prevailing wage law and other applicable laws. Prevailing wage rates

are on file with the District and are available to any interested party on request or at www.dir.ca.gov/oprl/statistics_and_databases.html.

11. **Licensing.** Any installation services shall be performed by Mamava’s designated and approved installers that shall have valid and current licenses with the California Contractors State License Board. All labor performed at the Site shall be subject to all California Labor Code requirements. The District shall have sole discretion over allowing Mamava’s and Subcontractor’s necessary uninterrupted access and suitable staging area to the Site for purposes of installation and inspection. All lighting and electrical supply must be operational during the installation process.
12. **Bonds.** Mamava shall not commence the work under this Contract until it has submitted and the District has approved a performance bond and payment (labor and material) bond(s), by a California admitted surety, for the full value of this Contract. These bonds shall be on the forms provided in **Exhibit F**.
13. **Insurance.** The Parties hereby acknowledge and agree that Mamava shall have and maintain insurance in force during the term of this Contract with minimum limits identified below. Mamava shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days’ written notice to the District prior to modification. Except for worker’s compensation insurance, the District shall be named as an additional insured on all policies. Mamava’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Mamava shall provide the District certificate(s) of insurance and endorsements at the time Mamava executes this Contract.

Commercial General Liability	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers’ Liability	\$1,000,000
Excess Liability	\$5,000,000

14. **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Mamava shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the “**indemnified parties**”) from any and all demands, losses, liabilities, claims, suits, and actions (the “**claims**”) of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Mamava proposes to defend the District.
15. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or sent by overnight delivery service, addressed as follows:

DISTRICT
 Mountain View Whisman School District
 1400 Montecito Avenue
 Mountain View, CA 94043
 ATTN: Rebecca Westover____
 Telephone: (650) _650 - 3550_

Mamava Inc.
 Mamava, Inc.
 180 Battery Street, Suite 210
 Burlington, VT 05401
 ATTN: Brian Wannop
 Telephone: (802) 347-2111

16. **Right to Audit.** District retains the right to review and audit, and the reasonable right of access to Mamava’s and any Subcontractor’s premises to review and audit, Mamava’s compliance with the provisions of this Contract (“**District’s Audit Right**”). The District’s Audit Right includes the right to inspect, photocopy, and to

retain copies, outside of Mamava's premises, of any and all Contract-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District's Audit Right shall also include the right to interview current or former employees and Subcontractors of Mamava with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.

- 16.1. Mamava shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Mamava transacted under this Contract. Mamava shall retain these books, records, and systems of account during the Term of this Contract and for three (3) years thereafter.
 - 16.2. Mamava shall, without limitation, permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Mamava and shall conduct audit(s) during Mamava's normal business hours, unless Mamava otherwise consents.
 - 16.3. Mamava shall include audit provisions in any and all of its Subcontracts and shall ensure that provision is binding upon all Subcontractors.
 - 16.4. Mamava shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Mamava's Contract-related documents, records and information. The District's Audit Right and Mamava's compliance with the same, shall be at no additional cost to the District.
 - 16.5. In the event the District's Audit Right, or an audit by the State Auditor, evidence payments to Mamava not in accordance with the provisions of this Contract, Mamava shall immediately pay District the amount of said payments not in compliance in addition to all costs reasonably incurred by District in conducting an audit hereunder.
17. **Termination for Non-Appropriation of Funds.** The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the District. If the District fails to appropriate sufficient monies to provide for the continuation of this Contract, or if appropriations to the District are reduced and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor will only be entitled to payment for deliverables that have been satisfactorily completed as of the termination date.
18. **Drug-Free / Tobacco Free / Smoke Free Policy.** No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants, or contractors are to use drugs on any District site.
19. **Safety And Security.** Mamava is responsible for maintaining safety in the performance of this Contract. Mamava shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. Mamava is responsible for complying with, and the Contract Price includes the costs of complying with, all applicable federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to site safety in connection with COVID-19, and/or any similar virus or derivative strain. Mamava shall submit the executed Health and Safety Certification Form attached hereto as part of **Exhibit E**.
20. **Fingerprinting.** If Mamava will have any interaction with District's students or will perform any services or work of this Contract upon a District school site on any day Monday through Friday from 7:00 AM until 4:00 PM,

Mamava shall comply at all times with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Verification of compliance with this section shall be provided in writing to the District prior to each individual's performance of the services or work hereunder and prior to permitting the individual to enter upon a District school site. Mamava shall submit the executed Fingerprinting Certification Form attached hereto as part of **Exhibit E**.

21. **Release.** Mamava acknowledges that it is voluntarily and freely entering into this Contract and deciding to perform the services and work hereunder may require Mamava to enter upon and into the District's school sites ("**Premises**") and that Mamava's use of the Premises includes the possible exposure to and illness from infectious disease including, but not limited to, MSRA, influenza and COVID19 (collectively "**Infectious Disease**"). Mamava further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Mamava hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "**indemnified parties**") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Mamava, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants and any other person tracing exposure or illness to Mamava, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Premises for the performance of the services and work required by this Contract.
22. **Conflict of Interest.** Mamava hereby certifies that no employee, officer, agent, consultant, or subcontractor of Mamava has any financial interest or business relationship with the District, District's staff or any individual member of the District's governing board; nor does Mamava have any actual knowledge or reason to know that any such District board member(s) or staff will obtain a financial interest or present or anticipated benefit from the agreement contemplated by this Contract that would constitute a conflict of interest under California Public Contract Code section 10365.5; Government Code sections 1090 et seq. or 81000 et seq., pertaining to conflicts of interest in public contracting.
23. **Certifications.** Mamava shall execute the Certification forms attached hereto as **Exhibit E**.
24. **General Terms and Conditions.**
 - 24.1. The Parties acknowledge that each of them has fully discussed the contents of this Contract with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Contract. Accordingly, this Contract shall not be construed as having been drafted by one Party or the other.
 - 24.2. This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and Mamava. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
 - 24.3. Each Party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.
 - 24.4. This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in the county in which the District administrative offices are located.

- 24.5. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.
- 24.6. The Parties acknowledge that this Contract is only binding once it is approved by the District’s governing board.
- 24.7. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of each Party has been furnished and delivered to the other Party to this Contract. Signature of copies and facsimile versions of this Contract shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the latest date indicated below (“**Effective Date**”):

Dated: _____, 2023

Dated: _____, 2023

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

MAMAVA INC.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Contractor:

Type of Business Entity:

- ___ Individual
- ___ Sole Proprietorship
- ___ Partnership
- ___ Limited Partnership
- ___ Corporation
- ___ Limited Liability Company
- ___ Other: _____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. To comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Exhibit A
THE REGION 14 REQUEST FOR PROPOSAL, RFP NO. 24-22

Request for Proposal (RFP) for Furniture

Solicitation Number: 24-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Furniture for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Furniture, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified.

Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by
Region 14 Education Service Center

For

Furniture

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 24-22



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Furniture.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- ◆ Submission of Response
 - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
 - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- ◆ Public Bid Opening
 - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

- ◆ Required Proposal Format
 - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

- ◆ Tabs
 - Tab 1 – Master Agreement / Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Innovation
 - Tab 10 – Required Documents

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

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

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

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

Process

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

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

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

◆ Past Performance

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

Evaluation Criteria

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

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

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

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

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

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

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

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

◆ 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)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

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

◆ **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:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ Pricing Information

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

- ◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$_____ in year one
 - \$_____ in year two
 - \$_____ in year three
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

- ◆ Green Initiatives (if applicable)
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- ◆ Anti-Discrimination Policy (if applicable)
 - Describe your organizations' anti-discrimination policy.

- ◆ Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:
 - Ancillary Furniture Products
 - Audio / Visual Furniture
 - Auditoriums and Theaters
 - Cafeteria
 - Classroom / Educational / Dormitory
 - Conference or Breakroom / Training
 - Healthcare / Medical / Therapy Practices
 - Highmark
 - Lactation Rooms and Furniture Pods
 - Library
 - Lighting
 - Lounge / Reception
 - Office
 - Outdoor
 - Science Lab
 - Seating / Chairs
 - Tables / Meeting Conference Room
 - Work Stations

Tab 6 – References

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

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

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

Tab 7 – Pricing

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

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

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

Tab 8 – Value Added Products and Services

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

Tab 9 – Innovation

- ◆ Please provide details of your most recent innovation and how it affected sales in the public sector.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other
- ◆ Please outline your timeline for future innovation.
 - New categories
 - New fabrics and finishes
 - New ergonomics
 - New safety features
 - New performance enhancement
 - Other

Tab 10 – Required Documents

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror: _____

Address: _____

City, State, Zip: _____

Authorized Signature: _____

Date: _____

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

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature _____

Date _____

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 _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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

Exhibit B
MASTER CONTRACT No. 07-105

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

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

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

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

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

◆ Past Performance

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

Evaluation Criteria

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

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

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

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

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

Signature Form

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

Prices are guaranteed: **120 days**

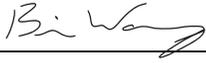
Company name	MAMAVA INC
Address	180 BATTERY ST. SUITE 210
City/State/Zip	BURLINGTON, VT 05401
Telephone No.	(802) 347-2111
Fax No.	
Email address	BRIANW@MAMAVA.COM
Printed name	BRIAN WANNOP
Position with company	CFO
Authorized signature	

Exhibit C
MAMAVA'S RESPONSE TO RFP NO. 24-22



Competitive Solicitation by
Region 14 Education Service Center

For

Furniture

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 24-22



National Cooperative Purchasing Alliance



July 13, 2022

National Cooperative Purchasing Alliance
Regional Educational Services Center
PO Box 1894
Mt. Pleasant, Texas 75455

RE: RFQ 24-22/Furniture

To Whom It May Concern:

Please accept Mamava's response to the Request for Quote (RFQ) listed above that was posted on the NCPA Bonfire site. The information we have compiled was prepared in accordance with the requirements outlined in the document dated June 7, 2022.

We are grateful to be considered to provide Mamava Lactation Pods for use by the many and varied entities that are served by your national Purchasing Agreement.

Should we be selected, we will await further instructions on the execution of the Contract.

In advance, thank you for this opportunity, and we look forward to hearing from you when a decision has been reached.

Thank you.

Most kindly,

Janet Stambolian

Janet Stambolian
Government Specialist

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Tab 7--Pricing

Tab 8--Value-Added Products/Services

Tab 9--Innovation

Tab 10--Required Documents

Tab 1

Master Agreement/Signature

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

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

- ◆ Permits
 - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
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- 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.
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- ◆ Innovation (10 points)
 - Past Innovation, how it affected sales
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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	MAMAVA INC
Address	180 BATTERY ST. SUITE 210
City/State/Zip	BURLINGTON, VT 05401
Telephone No.	(802) 347-2111
Fax No.	
Email address	BRIANW@MAMAVA.COM
Printed name	BRIAN WANNOP
Position with company	CFO
Authorized signature	

Tab 2
NCPA Administration Agreement

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-105, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow 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:	MAMAVA INC
Name: <u>Matthew Mackel</u>	Name: <u>BRIAN WANNOP</u>	
Title: <u>Director, Business Development</u>	Title: <u>CFO</u>	
Address: <u>PO Box 701273</u>	Address: <u>180 BATTERY ST. SUITE 210</u>	
		<u>BURLINGTON, VT 05401</u>
Signature: 	Signature: 	
Date: <u>September 1, 2022</u>	Date: <u>7/15/22</u>	

Tab 3
Vendor Questionnaire

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 Mariana 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 Burlington, State of Vermont

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

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Brian Wannop
 - Title: CFO
 - Company: Mamava, Inc.
 - Address: 180 Battery Street, Suite 210
 - City: Burlington State: VT Zip: 05401
 - Phone: 802-347-2111 Email: arinvoices@mamava.com

- Purchase Orders

Contact Person: Kelby Kraft

Title: Comptroller

Company: Mamava, Inc.

Address: 180 Battery Street, Suite 210

City: Burlington State: VT Zip: 05401

Phone: 802-347-2111 Email: arinvoices@mamava.com

- Sales and Marketing

Contact Person: Suzie McKenna

Title: Director, Government Sales

Company: Mamava, Inc.

Address: 180 Battery Street, Suite 210

City: Burlington State: VT Zip: 05401

Phone: 802-347-2111/office 317-975-1530/cell Email: suziem@mamava.com

- ◆ Pricing Information

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

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

Yes No

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

Yes No

TAB 4
MAMAVA PROFILE

Vendor Profile

Company official registered name:

Mamava, Inc.

Brief history of our company:

As professional women who had babies they were breastfeeding, Mamava's Co-Founders Sascha Mayer and Christine Dodson were fed up pumping breast milk in bathrooms and borrowed spaces. To find a solution, they applied their decades of expertise in design and brand strategy to solve a problem that was largely invisible: **the lack of lactation spaces in workplaces and public spaces**. Sascha and Christine took a human-centered design approach, starting with research, talking to breastfeeding people and employers, and creating prototypes of moveable lactation spaces that could be easily installed into facilities. In 2013 they installed the first lactation pod in the Burlington International Airport (BTV), and Mamava was born.



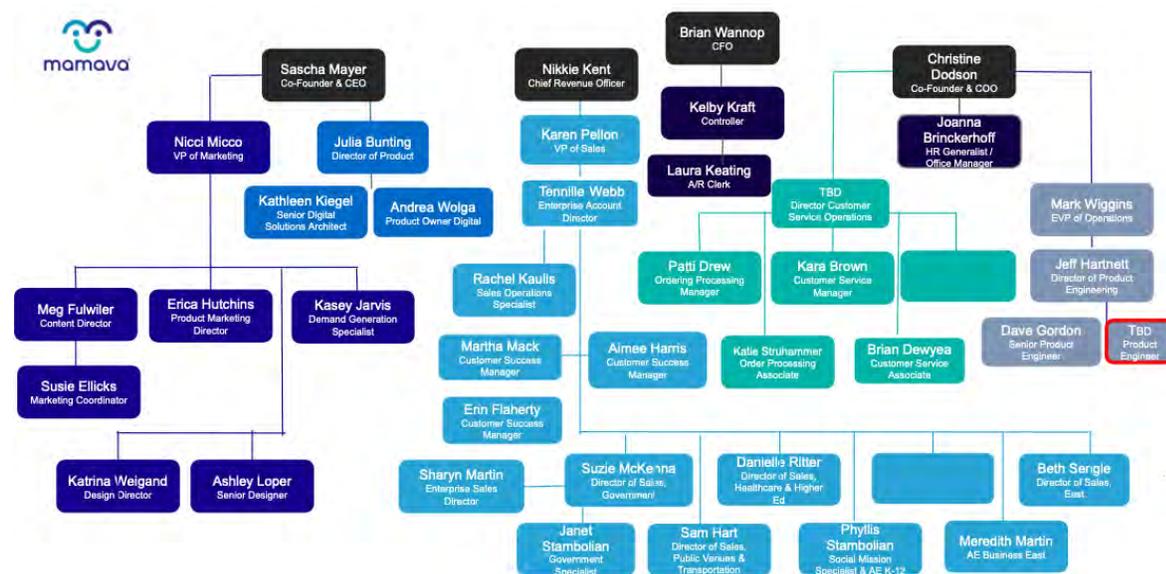
Mamava's first lactation pod, the Original, was intentionally designed for privacy and comfort for parents and quick installation, easy cleaning, and flexibility for facilities. Its unique shape also serves to broadcast that breastfeeding is happening all the time, all around us, and that parents need spaces and support.

Today, Mamava is nationally-recognized as the leader in this category, with pods in all 50 states, territories, and some overseas. We offer a full line of lactation space solutions designed to fit every space and situation. Mamava pods are designed, engineered, and assembled at Mamava Manufacturing, our production facility in Springfield Vermont. We also provide breastfeeding resources for employers, organizations, and people who are pumping and nursing—including a free app that helps folks find thousands of lactation spaces wherever they go.

Mamava's mission is to create a healthier society through infrastructure and support for breastfeeding. And, thanks to partners who share in our purpose of celebrating and supporting breastfeeding, we're closer to creating a future where there is a dignified lactation space *anywhere* a parent may go.

Mamava's Dun & Bradstreet number:
079290728

Mamava Organization Chart:



Explanation of Org Chart responsibilities

The following names from the Organization Chart will be involved in the management and execution of Mamava's contract with NCPA:

- Suzie McKenna, Director of Sales, Government
- Danielle Ritter, Director of Sales: Healthcare & Higher Education
- Phyllis Stambolian, Account Executive, K-12
- Janet Stambolian, Government Specialist
- Aimee Harris, Customer Success Manager
- Brian Wannop, CFO

Mamava's Corporate Office Location:

Our corporate office is in Burlington, Vermont. We do not have offices in any of the states listed in the solicitation. Our primary manufacturing facility is in Springfield, Vermont.

- Key Contacts: Suzie McKenna, Director of Government Sales
- Danielle Ritter, Director of Sales Healthcare & Higher Education

Define terms of payment

Deposit waived. Payment Net 30 upon receipt and acceptance of product.

Who is Mamava's competition in the marketplace?

Direct competitors: Companies/organizations that elect to build their own lactation rooms or convert existing spaces for this purpose.

Indirect competitors: In response to demands from the marketplace, phone booth companies' response has been to install frosted glass on windows and call them lactation booths. They are not hygienic; they are primitive in what is contained within the 4 walls; the frosted glass provides very limited privacy.

What differentiates Mamava from competitors?

The main thing that differentiates us from competitors is that our product has been conceived, designed, built, and distributed for one purpose only: to provide a safe, clean, dignified space for women to privately breastfeed their babies or pump breast milk while on the go, working, at a military base, while working in a school, or any place where women go.

Mamava's technology is world class; our free app enables women to find thousands of appropriate lactation spaces all over the country, even if the spaces are not Mamavas. The app enables them to locate and access our pods and once inside, to connect their phone or breast pump.

Describe how Mamava will market this contract once awarded

We will immediately install an announcement banner on our website announcing the new contract. In conjunction with our Marketing and Sales teams, we will create and launch a marketing campaign to key customers alerting them to this new opportunity for expedited purchases without having to issue RFP's.

Describe how Mamava intends to introduce NCPA to our company

- We will announce the award to the Sales Team at our weekly Sales meeting.
- We will provide each Account Executive with a 1-sheet overview with talking points of the value that NCPA offers to our customers.
- We will encourage each A/E to conduct his/her own outreach to the targeted audiences to introduce the program to them.
- We will support each A/E's efforts to expand sales in all of the organizations served by this contract.

Describe Mamava's capabilities and functionality with on-line catalog/ordering.

Mamava does not offer on-line ordering. Our products are customized to fit the needs of our customers and merely offering on-line ordering is not in our business model. Ours is a consultative sale that customers can research on our website before purchasing, but it is highly unlikely that we will ever institute on-line ordering due to the personalized nature of our products and services.

Describe Mamava's Customer Service Department

An internal Mamava team works out of our Vermont office during regular business hours 8 AM-4:30 PM EDT. Situations that arise outside those standard hours will be handled at the start of the next business day.

We also have an extensive external network of local partners to facilitate quick turn-around service calls and installations.

Green Initiatives

The following information is provided to confirm Mamava's commitment to using sustainable materials in our products. We are constantly improving our materialization and methods to create ever-more environmentally friendly and sustainable products.

Original & XL

Component	Material	Notes
Walls & Roof	Aluminum Composite Material	Composed of 70% recycled content Fully recyclable
	Expanded Polystyrene (XPS)	Average of 20% recycled content HCFC free
	Hi-Macs	UL Greenguard Gold: no VOC's, no traces of harmful

Counter	Acrylic	substances
	Particleboard	Composed of 100% recycled wood fibers Forest Stewardship Council (FSC) approved source
Floor cover	Vinyl	Composed of 10 - 20% recycled content GreenAir and FloorScore certified for low VOC's
Light(s)	-	Energy efficient LED lights Automatically shut off when not in use
Fan(s)	-	Automatically shut off when not in use
Packaging	Corrugated Cardboard	30 (single wall) - 60% (double wall) recycled content Fully recyclable
	Expanded Polystyrene (XPS)	Cut from scrap generated during pod manufacturing, eliminating a waste stream Average of 20% recycled content HCFC free
Various hardwood	Wood used for the pallet is a renewable source Clean wood is easily recycled or repurposed	

Solo

Component	Material	Notes
Roof	Acoustic felt	Minimum of 75% recycled content
Walls	Rigid vinyl	UL Greenguard GOLD for low chemical emissions
	Expanded Polystyrene (XPS)	Average of 20% recycled content HCFC free
Shelf, Seat,	Phenolic	UL Greenguard GOLD for low chemical emissions

Laptop Desk	Laminate	
	Particleboard	Composed of 100% recycled wood fibers Forest Stewardship Council (FSC) approved source
	Polyurethane Fabric	Seat fabric is PVC free CTB #117-2013 compliant
Floor cover	Vinyl	Composed of 10 - 20% recycled content GreenAir and FloorScore certified for low VOC's
Light(s)	-	Energy efficient LED lights Automatically shut off when not in use
Fan(s)	-	Automatically shut off when not in use
Packaging	Corrugated Cardboard	30 (single wall) - 60% (double wall) recycled content Fully recyclable
	Expanded Polystyrene (XPS)	Cut from scrap generated during pod manufacturing, eliminating a waste stream Average of 20% recycled content HCFC free
	Various hardwood	Wood used for the pallet is a renewable source Clean wood is easily recycled or repurposed

Anti-Discrimination Policy

Mamava's policies regarding discrimination are outlined in our Employee Handbook. Available upon request.

Tab 5
Products & Services

Products & Services

Mamava will perform and provide the products and/or services under the terms of this agreement. Mamava will assist all end users with making a determination of their individual needs.

Please see the following documents to support Mamava's products and services offerings:

1. Mamava Capabilities Statements: State/Local Government, Education
2. Mamava Warranty
3. Original Product sheet with specifications
4. XL Product sheet with specifications
5. Mamava Solo Product sheet with specifications
6. Mamava Mini Product sheet with specifications
7. Mamava Service Plans
8. Mamava Sanitizing Bundle Information sheet



sales@mamava.com
(802) 347-2111



Certified B Corporation
Women-Owned Small Business (WOSB)
Certified to UL STD 1286
Certified to CSA STD C22.2 #203

Mamava, the leading expert in lactation space design, provides dignified lactation accommodations and breastfeeding resources for employers and organizations around the world.

Differentiators

Compliant with FLSA 7(r) and other federal, state, and local legislation

The only lactation accommodation on multiple contracts

Established quality and brand with 2,300+ installations across the globe

Established government presence, with 200+ installations

Certified Lactation Counselor (CLC) on staff

Comprehensive industry experience

Dedicated customer success and technical support teams

Women-Owned Small Business (WOSB)

Sole Source documentation available

Past Performance Examples

State and local

AK | Anchorage City Hall

AZ | City of Scottsdale

CA | Office of the Secretary of State

CA | City & County of San Francisco

CO | Pueblo County Public Health

DC | Council of the District of Columbia

FL | Florida Department of Health

GA | State Capitol

IN | Carmel Clay Parks & Rec

LA | City of New Orleans/ WIC

MA | Boston City Hall

MD | Maryland Judiciary Court System

NB | City of Lincoln

NC | City of High Point

NY | FDNY & NYPD

PA | Montgomery County Correctional Facility

RI | City of Providence

TN | Shelby County PIO

TX | El Paso County Courthouse

VA | Loudoun County DGS

VT | Town of Essex Junction

WA | United States District Court, Spokane County

WI | Milwaukee County Courthouses

WI | Public Health Department of Dane & Madison County

Request a quote online: mamava.com/contact/sales

The curved lactation suite design is a TM/SM of Mamava, Inc. All rights reserved.



Mamava Solo

- 4' W x 4" D x 7'4"
- 300 lb

Exterior Materials

- Opaque walls provide user privacy
- Shatterproof aluminum composite material (ACM) and scratch-resistant expanded polyvinyl chloride sheet*
- Rigid vinyl wall panels with an expanded Polystyrene foam core*

Interior Materials + Features

- Food/hospital-grade surfaces for effective sanitization
- Built-in seating, shelf, mirror, coat hook
- Occupancy-activated lighting and ventilation fans
- Ventilation fan(s) provide 32dB of white noise
- Fold-down laptop desk*

Electrical

- UL Listed components
- Dual receptacle hospital-grade outlet(s) and 2 USB ports
- Power cord occupies one standard 15-amp (Solo) or 20-amp (XL/Original) 120v outlet
- Pods draw approximately 6.5 amps

Mamava Original

- 7'3" W x 3'7" D x 7'3" H
- 474 lb
- U.S. Design Patent 81624451

Safety

- ASTM E-84 Flame Spread Rating is Class A for external materials
- Open-grid ceiling for fire suppression system coverage and perception of visible and audible alarms*
- OSHPD Certified Seismic Bracketing system available*
- Fans capable of at least 35 ACH (Air Changes per Hour)
- ETL certified to UL STD 1286 and CSA STD C22.2#203*

Access + Occupancy

- Patent pending Mamava Smart Access technology (WO 2020/142511 A1)*
- Mamava's app guides users to pods, indicates occupancy status and duration, and provides vacancy alerts* (and adjusts lights and airflow*)
- Access with Mamava app or via external lock with numeric keypad*
- Pod control device (PCD) provides real-time occupancy status*
- Internal deadbolt with external occupancy status indicator
- XL model for wheelchair accessibility
- ZTU (Zero Transmission Unit) available for high security areas

Mamava XL

- 9'5" W x 5'4" D x 7'3" H
- 900 lb
- U.S. Design Patent 81624451

Support + Service

- Third-party installation available
- Service plans + extended warranty available

Customization

- Fits compact refrigerator*
- Full graphic customization*
- Sanitization bundles available
- Medela Symphony PLUS® Breast Pump

Flexibility

- Retractable feet for easy leveling
- Built-in caster wheels allow for quick relocation (add-on with Solo)
- Plastic feet caps make it easy to move short distances*
- Disassemble and reassemble as needed

*On select models



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Sole Source documentation available

MHEC Contract Number MC12-C07

Mamava, the leading expert in lactation space design, provides dignified lactation accommodations and breastfeeding resources for employers and organizations around the world.

Past Performance Examples

K-12 Schools

- Bright Star Schools
- Coney Island Prep
- Denver Public Schools
- Equitas Academy Charter School
- Franklin Delano Roosevelt High School
- Northfield Public Schools
- Ysleta Independent School District

Community & Technical Colleges

- Aims Community College
- Dona Ana Community College
- Montgomery College
- North Seattle College
- Riverside College
- Saddleback College
- Salt Lake Community College

Colleges & Universities

- Auburn University
- CSU Dominguez Hills
- Duke University
- Georgian College
- Massachusetts Institute of Technology
- Temple University
- UC Davis
- University of Colorado - Anschutz Medical Campus
- University of Las Vegas - Nevada
- University of Minnesota - Arboretum
- University of Pennsylvania
- University of Texas El Paso
- University of Wisconsin
- Utah Valley University



Mamava Solo

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- 300 lb

Exterior Materials

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- Built-in seating, shelf, mirror, coat hook
- Occupancy-activated lighting and ventilation fans
- Ventilation fan(s) provide 32dB of white noise
- Fold-down laptop desk*

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- OSHPD Certified Seismic Bracketing system available*
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- Plastic feet caps make it easy to move short distances*
- Disassemble and reassemble as needed

*On select models



Mamava, Inc. One-Year Limited Warranty

Mamava warrants that our XL, Original and Solo pod hardware will be free from material defects in material and workmanship under normal use for a period of one year from the date of delivery except as set forth below. Mamava warrants that our SmartLock and Pod Control Device will be free from material defects in material and workmanship under normal use for the lifetime of the pod except as set forth below.

The warranty is valid to the original End User and is non-transferable. Mamava will repair or replace with comparable product, at its option and free of charge (for materials and components) any part or component that fails under normal use. If repair or replacement is not commercially practicable, Mamava will provide a refund or credit for the affected product. End User means the final purchaser acquiring a product from Mamava or a Mamava Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

We may elect to repair, replace, or make appropriate adjustments where Mamava inspection discloses any such defects.

THIS WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, FAILURE OR LOSS CAUSED BY:

- Normal wear and tear.
- Failures to apply, install, reconfigure, or maintain products according to published Mamava or manufacturer instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-Mamava components for use in the place of Mamava components in an integrated product solution, including but not limited to worksurfaces, panels, electrical components, fans, lights, brackets, shelves, and other integral components.

WARRANTY DOES NOT COVER:

- Products considered by Mamava to be consumables; (e.g., batteries).
- Software accompanying or embedded in the Products.
- Variations
-



- occurring in surface materials (e.g., colorfastness (except paint), matching grains, textures and colors across dissimilar substrates and lots). This exclusion covers intentional and natural variations that include, but are not limited to: character marks, grain pattern, color and natural color aging.
- Other manufacturers' products (Mamava shall pass along any warranty it receives with respect to other manufacturers' branded products).
- Service or labor associated with any components covered under warranty.

WARRANTY PROVIDES EXCLUSIVE REMEDIES:

Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Mamava will (i) repair or, at Mamava's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or ii) refund or credit of the purchase price for the affected product, at Mamava's discretion, if Mamava determines that repair or replacement is not commercially practicable or cannot be timely made. - A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Mamava or a Mamava Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product. - An "ordinary use" means use of the product (i) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product. - A "Mamava Authorized Reseller" means any dealer that (i) is duly authorized by Mamava to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging.

Mamava reserves the right to request that the damaged product be returned prior to granting a remedy.

Replacement parts do not extend the period of warranty.

EXCEPT FOR THE EXPRESS WARRANTY, MAMAVA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT. MAMAVA FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO PURCHASER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO MAMAVA, PURCHASER BUYS THE EQUIPMENT "AS IS".



mamava® Original

An all-in-one lactation space solution designed for workplaces and public spaces.

Easy compliance

Quick compliance with workplace lactation accommodation laws. Ships in as little as 2 weeks.*

No construction disruption

Fully furnished prefabricated unit eliminates permitting, construction, and hardwiring. Assembled on-site by your team or our licensed installers.

App-enabled entry

Breastfeeding parents can find and unlock Mamava pods, check availability, get vacancy alerts, and adjust interior lights and fan with our free app.

Maximum mobility

Built-in caster wheels make it easy to move the pod short distances. Simple to disassemble and relocate as needs change.

Sanitary and easy to clean

Smooth, seamless solid surfaces—no cloth or crevices. Interior fans capable of at least 35 ACH (Air Changes per Hour).

Customizable

Choose from a selection of interior and exterior graphics options, seating and storage configurations, roof panels, and accessories.



Graphics: Choose our Dreamscape stock design or mix-and-match options with our Built-to-Order tier. Want a completely unique pod? Design your own Custom Graphics or ask Mamava's Design Services to help!

sales@mamava.com
(802) 347-2111

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www.mamava.com



Certified B Corporation, Assembled in U.S.A.

The curved lactation suite design is a TM/SM of Mamava, Inc. All rights reserved.

Key Features

Ventilation fans for air circulation and white noise

Occupancy-activated lighting

Shatterproof mirror

Fold-down table

Shelf

Two benches*

Power and USB outlets

Flush entry

Perforated ceiling panel for fire sprinkler pass-through



*Single bench

Cabinetry modification available for storage or compact refrigerator

Solid walls for privacy

Caster wheels for easy relocation



Deadbolt lock with occupancy indicator

Smart Access with Mamava app, keypad or key



Specs

Dimensions

7'3" W x 3'7" D x 7'3" H
26 sq ft
474 lb

Exterior materials + features

Front and back wall panel made of aluminum composite material (ACM) with a foam core

Curved side panels made from scratch-resistant expanded polyvinyl chloride sheet (EPVC)

Front and side direct-print graphics (customization available)

Roof pan made of ACM with perforated sections

Interior materials + features

All food/hospital-grade surfaces with rounded corners for effective sanitation; no fabric or upholstery

Two (2) 40" wide, built-in, acrylic composite benches

35" W x 10" D acrylic composite shelf

15" W x 13" D acrylic composite fold-down shelf

Dual receptacle hospital-grade outlet and 2 USB ports

Built-in shatterproof mirror made of reflective coated aluminum composite material (ACM)

Aluminum coat hook holds up to 25 lb

Four (4) UL Listed, occupancy-activated lights, adjustable with the Mamava app

Two (2) UL Listed ventilation fans provide 32dB of white noise and are capable of air change rates of at least 79 ACH

Aluminum floor pan with vinyl covering

Deadbolt lock with exterior occupancy indicator

Electrical

UL Listed components

5'7" power cord occupies one standard 20A 120v outlet

Requires a 20A circuit and draws approximately 6.5A

Access technology

Access with Mamava app or via numeric keypad on external lock

Patent-pending Mamava Smart Access technology (WO 2020/142511 A1)

Mamava's app guides users to pods, indicates occupancy status and duration, and provides vacancy alerts

ZTU (Zero Transmission Unit) available for high security area

Mobility

Eight (8) retractable feet assist leveling the pod up to 1"

Four (4) built-in caster wheels allow for relocation

Simple to disassemble and store as needs change

Cubby model available to fit compact refrigerator (18.25"W x 18.25"D x up to 40"H) or storage compartment

ADA Compatible Features IAW 2010 ADA Standards

Door threshold meets 404.2.5

Door hardware meets 404.2.7

Pod is designed for the perception of both audible and visible alarms to meet 215

Testing + safety

ETL certified to UL STD 1286 and CSA STD C22.2#203

ASTM E-84 Flame Spread Rating is Class A for all external materials (walls and ceiling)

OSHPD Certified Seismic Bracketing system available

Model available to meet NFPA 13 Section 9.3.10 Standards



Mamava's largest all-in-one freestanding lactation solution for offices and public spaces, with secure access through the free Mamava mobile app.

Dimensions

- 9'5"W x 5'4"D x 7'3"H
- 900 lb
- U.S. Design Patent 81624451

Exterior Materials

- Shatterproof aluminum composite material (ACM) and scratch-resistant expanded polyvinyl chloride sheet
- Opaque walls provide user privacy

Interior Materials + Features

- Food/hospital-grade surfaces with rounded corners for effective sanitation—no fabric or upholstery
- Built-in benches, counter, mirror, coat hook
- Occupancy-activated lighting (x4) and ventilation fans (x2)
- Ventilation fans provide 32dB of white noise

Electrical

- UL listed components
- Two dual receptacle hospital-grade outlet and 2 USB ports
- Requires a 20-amp circuit (unit draws 6.5 amps)
- Power cord occupies one standard 20A 120v outlet

Access + Occupancy

- Patent pending Mamava access technology (WO 2020/142511 A1)
- Mamava's app guides users to pods, indicates occupancy status and duration, provides vacancy alerts, and adjusts lights and airflow
- Access with Mamava app or via external lock with numeric keypad
- Pod control device (PCD) provides real-time occupancy status
- Internal deadbolt with external occupancy indicator
- ZTU (Zero Transmission Unit) available for high security areas

Safety

- ETL certified to UL STD 1286 and CSA STD C22.2#203
- ASTM E-84 Flame Spread Rating is Class A for all materials
- Open-grid ceiling for fire suppression system coverage and perception of visible and audible alarms (available on select models)
- OSHPD Certified Seismic Bracketing system available
- Fans capable of at least 35 ACH (Air Changes per Hour)

Flexibility

- Retractable feet for easy leveling
- Built-in caster wheels for quick relocation
- Disassemble and reassemble as needed

Customization

- Fits compact refrigerator
- Full graphic customization available
- On-site sanitization bundles available
- Medela Symphony PLUS[®] Breast Pump

Features designed in accordance with the 2010 ADA Standards:

- The mirror is placed IAW 603.3
- Clear turning space is provided IAW 304.3.1
- The door has a clear width IAW 404.2.3
- The door threshold is IAW 404.2.5
- The door hardware is IAW 404.2.7
- Grab bars are sized and spaced IAW 609.2.1
- The pod is designed for the perception of both audible and visible alarms IAW 215
- The door closer arm is designed IAW 404.2.8 and 404.2.9, closing speed and opening force respectively

Support + Service

- Third-party installation available
- Service maintenance plans + extended warranty available
- Remote maintenance monitoring and usage metrics simplify care and keeping





Mamava, the leading expert in lactation space design, provides dignified lactation accommodations and breastfeeding resources for employers and organizations around the world.

Differentiators

- Category creator of intentionally designed, dedicated lactation suites
- Only lactation accommodation on GSA, DLA, ECAT, and DLA FedMall (MILSTRIP)
- Compliant with FLSA 7(r) and AFGM-2020-36-01
- Established quality and brand with 2,100+ installments across the globe
- Assembled in USA
- Certified Lactation Counselor (CLC) on staff
- Dedicated customer success and technical support teams
- Sole Source documentation available

Mission

To create a healthier society through infrastructure and support for breastfeeding.

Past Performance Examples

Healthcare 100+

Texas Children's Hospital, TX
Children's Hospital of Philadelphia, PA
Brigham and Women's Hospital, MA
Mount Sinai Hospital, NY
UCSF Medical Center, CA

Education 100+

University of California Davis, CA
Columbia University, NY
Ohio University, OH
Duke University, NC
The University of Texas, El Paso, TX

Public Venues 70+

Indianapolis Colts, IN
Minnesota Vikings, MN
Moscone Center, CA
Mass Convention Center, MA
DC Convention Center, Washington, D.C.

Enterprise 200+

Walmart
Bank of America
Raytheon
Toyota
General Dynamics
Turner Construction
Boeing
Starbucks
Amazon
Apple

Federal + Military 100+

US Census Bureau, IN
LANL, NM
ORNL, TN
Langley AFB, VA
LRMC, Germany
NIWC Atlantic, SC
Naval Hospital JAX, FL
VA Honolulu, HI
Cherry Point, NC
CGAS San Diego, CA

Airports 65+

Atlanta Hartsfield Jackson Intl. Airport (ATL)
Miami Intl. Airport (MIA)
Baltimore-Washington Intl. Airport (BWI)
Las Vegas McCarran Intl. Airport (LAS)
Philadelphia Intl. Airport (PHL)

Government 60+

City & County of San Francisco, CA
State Capitol, GA
FDNY + NYPD, NY
El Paso County Courthouse, TX
Milwaukee County Courthouses, WI

Zoos/Museums 25+

Milwaukee Zoo, WI
American Museum of Natural History, NY
Georgia Aquarium, GA
Cleveland Botanical Garden, OH
Smithsonian Washington, DC



mamava Solo

A sophisticated all-in-one lactation space solution designed for space efficiency and maximum comfort.

Easy compliance

Quick compliance with workplace lactation accommodation laws. Ships in as little as 2 weeks.

No construction disruption

Fully furnished prefabricated unit eliminates permitting, construction, and hardwiring.

Flexible placement

A square footprint offers 90° rotation for placement flexibility.

Maximum mobility

Plastic feet caps and optional caster wheels to move the pod short distances. Easy to disassemble and relocate as needs change.

Simple installation

Assembled on-site by your team or our licensed installers.

Durable design

Rugged durability meets delightful design. Impact-and-scratch-resistant materials are easy to clean.

Access options

Two models to suit a variety of location and entry preferences.



Solo

Comes standard with Smart Access technology for controlled usage.



Solo Base

Tech-free with keyless handle and interior deadbolt.

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www.mamava.com



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Mamava, the leading expert in lactation space design, provides dignified lactation accommodations and breastfeeding resources for employers and organizations around the world. Our mission is to create a healthier society through infrastructure and support for breastfeeding.

Key Features

Noise dampening roof panel

Occupancy-activated fan

Solid walls for privacy

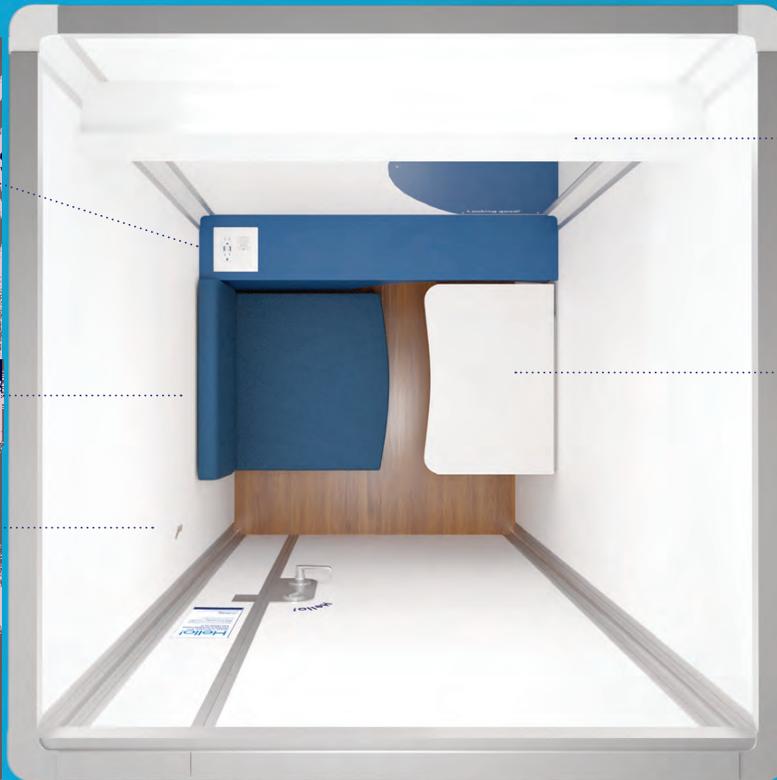
Shatterproof mirror

Deadbolt with exterior
occupancy indicator

Shelf with
integrated
power and USB
outlets

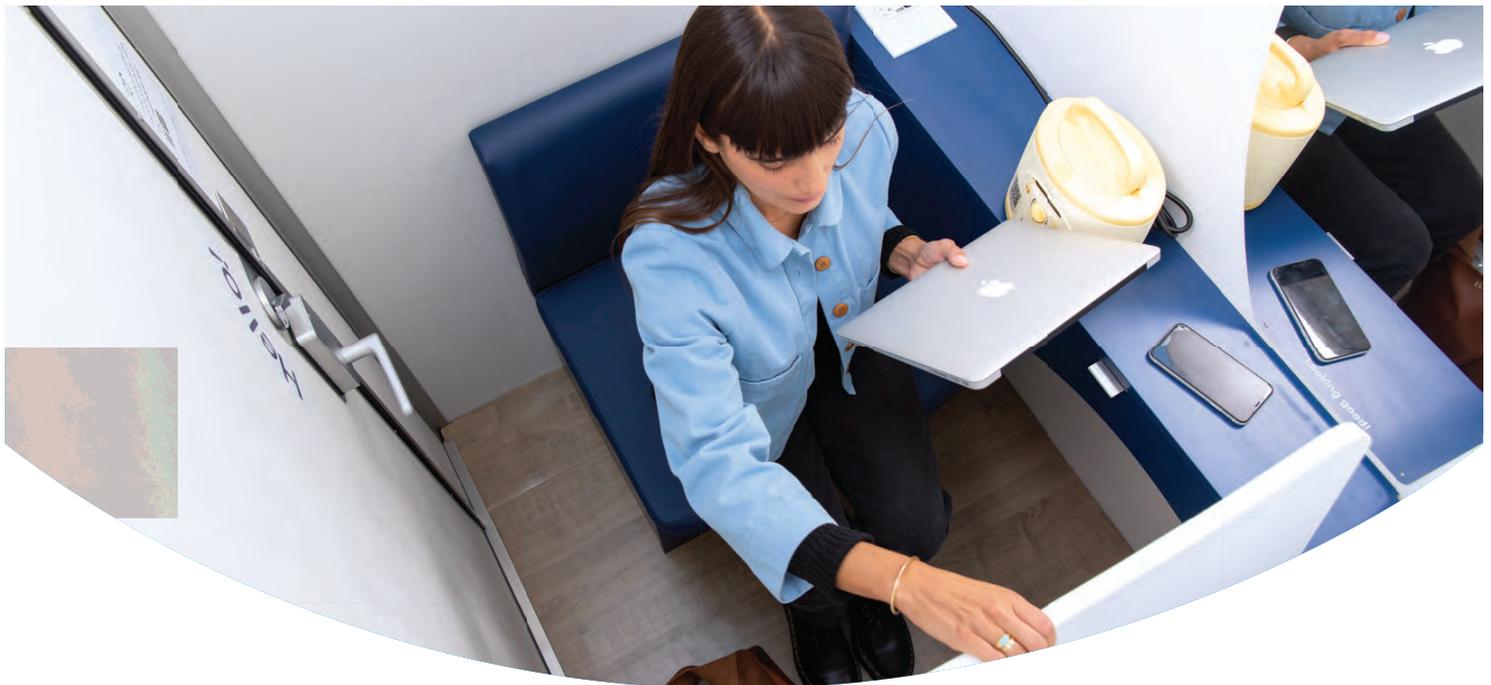
Ergonomic
cushioned
seat with
non-absorbing
antimicrobial
fabric

Coat hook



Occupancy-
activated
indirect lighting

Fold-down
laptop desk



Specs

Dimensions

4' W x 4' D x 7'4" H
 16 sq ft
 300 lb
 4.8"-5.8" step-up threshold

Electrical

UL Listed components
 4' power cord occupies one standard 15A 120v outlet
 Draws approximately 6.5A

Testing + safety

ASTM E-84 Flame Spread Rating is Class A for walls and Class B for recycled plastic felt roof
 Interior and exterior walls, shelf, desk and seat base meet UL Greenguard Gold rating
 Floor meets GreenAir formulation for low VOCs and FMVSS 302 for flammability
 Chair fabric is PVC free with no VOCs and compliant with California Technical Bulletin #117-2013 for flammability
 Meets NFPA Section 9.2.10

Mobility

Four (4) adjustable leveling feet can raise the pod up to 1"
 Plastic feet caps make it easy to move short distances on carpet or solid surface floors
 Optional caster wheels available
 Simple to disassemble and store as needs change

Exterior materials + features

Rigid vinyl wall panels with an expanded Polystyrene foam core
 Standard direct-print white oak finish graphics
 32" right-hand door swing with adjustable self-closing spring hinges
 Recycled plastic felt roof for acoustic noise dampening

Interior materials + features

43" W x 8" D commercial-grade laminate shelf with integrated dual receptacle outlet and 2 USB ports
 24" W x 16" D fold-down laptop desk made from commercial-grade laminate with soft-close hinges
 Shatterproof mirror made of reflective polished aluminum composite material (ACM)
 34" wide contoured ergonomic seat (with Matrex internal support system) made of non-absorbing, antimicrobial polyurethane fabric

UL Listed ventilation fan provides air exchange rates of at least 55 ACH and 42dB of white noise

Stainless steel coat hook holds up to 30 lb

Two (2) 3' occupancy-activated UL Listed LED strip lights

Low-VOC composite wood and aluminum floor pan with vinyl covering

Deadbolt lock with occupancy indicator

Access technology

Solo

Mamava's patent-pending Smart Access technology (WO 2020/142511 A1) for wayfinding, controlled autonomous access, occupancy status, duration notification, and vacancy alerts

Alternative controlled autonomous access via customizable numeric keypad on external lock

Usage data available with the purchase of a Mamava Service Plan

Solo Base

Simple handle with keyless access for secure areas (ZTU-Zero Transmission Unit)



A compact, all-in-one furnishing solution for lactation and wellness rooms designed in collaboration with Steelcase.

Easy compliance

Quick compliance with workplace lactation accommodation laws.
Ships in 6-8 weeks.

No construction disruption

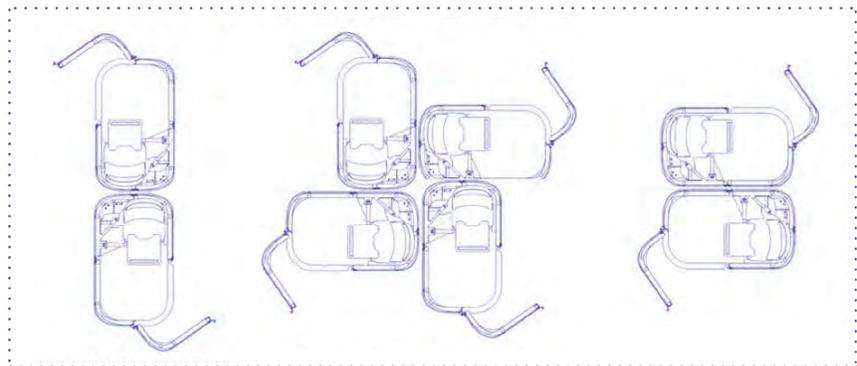
Fully furnished prefabricated unit eliminates permitting, construction, and hardwiring.

White-glove delivery + install

Assembled on-site by licensed installers.

Efficient solution

Arrange multiple Minis to maximize the capacity of wellness and lactation spaces..



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Mamava is the sole distributor of the Mamava Mini

Key Features





Specs

Dimensions

3'9" D x 6' W x 5'9" H

22 sq ft

272 lb

Requires 36" for door swing

Exterior materials + features

360° wraparound wall made of fabric and semi-opaque acrylic

Opaque acrylic privacy screen

Open top

Interior materials + features

Ergonomic seat with Steelcase's LiveLumbar™ back support and adaptive bolstering for exceptional comfort

10" H x 18" D leather footrest with a nonslip bottom that fits under the seat when not in use

Laminate side table

Depth-adjustable tiltable work surface

Steelcase's adjustable dash® mini LED task lighting pivots 360°

Storage cubby

Occupancy

Interior lock

Electrical

Two (three-prong, 15A) electrical outlets

Requires one 15A outlet

Mobility

Leveling glides on feet adjust 1.5" for uneven floors

Installation and disassembly must be by certified Steelcase installers

Testing + safety

Low formaldehyde & VOC emissions / concentration according to ANSI/BIFMA X7.1 and ANSI/BIFMA e.3 VOCs of concern



Service Plans

Now that you've invested in a clean, serene space for breastfeeding and pumping parents, take the next step to protect it. Mamava lactation pods come with a one (1) year [limited warranty](#), but our Service Plans offer comprehensive coverage and actionable insights to help you extend the life of your pod.

Preventative maintenance visit

Keep your pod in tip-top shape with an annual tune-up. The visit includes a safety and function check, fan cleaning, battery replacements, and pod polishing.

*Only available on the Premium Service Plan.

Service visits

We'll send a technician to repair defects in pod material or workmanship or address a component failure under normal wear and tear. Parts and labor covered.

Discounted parts

A 10% discount on parts not covered by the Service Plan.

*Does not apply to pod accessories.

Quarterly usage reports

The pod's occupancy indicator allows us to provide you with a detailed usage report, including total number of sessions (by day and by month), average occupancy duration, and popular usage times. Coupled with user reviews, these reports have the quantitative and qualitative data you need to measure the impact of your pod(s), optimize placement, and determine capacity planning. Data is secure, anonymous, and surveillance-free.

*Not available for Solo Base pods.

		Base Service Plan	Premium Service Plan
Preventative maintenance visit		✗	✓
Service visits		2 per year	4 per year
Discounted parts		✓	✓
Quarterly usage reports		✓	✓
Options	1 year	✓	✓
	3 years	✓	✓
	5 years	✓	✓



Clean + Simple Sanitization Bundles

Mamava pods provide a private lactation space for pumping or nursing parents. Installing sanitization supplies makes it easy for breastfeeding parents to sanitize their hands and spot-clean the space. Mamava’s sanitization bundles are designed for breastfeeding parents’ peace of mind.

Hand Sanitizer Bundle

Contact-free sanitization for hands.



Hand sanitizer dispenser

- Touchless
- Wall-mounted
- Uses gel sanitizer
- Battery-operated
- 40.5 oz free-fill liquid container
- 10.6”L x 5.1”W x 4.5”D
- 6.8 lb when filled with gel

Gel hand sanitizer

- 72% ethyl alcohol*
- Gel format
- Fragrance-free
- Infused with aloe and glycerin
- No sulfates, parabens or animal testing
- 1 gallon jug

Sanitizing Wipes Bundle

Contact-free sanitization combined with easy disposal.



Sanitizing wipes dispenser with built-in trash can

- 7 gallon trash bin
- Stainless steel with magnetic closure door
- Silicone nozzle keeps wipes fresh
- 36”H x 14”D
- 35 lb

Sanitizing wipes

- Roll of 800 wipes contain 75% alcohol* and kill 99.9% of bacteria and germs
- Water-based, bleach-free formula cleans skin and disinfects non-porous surfaces
- Lint-free and non-abrasive

To purchase or learn more about Mamava’s self-serve refill options for sanitization supplies visit mamava.com/sanitization.

Contact customersuccess@mamava.com with any questions.

*CDC recommends a minimum of 60% ethyl alcohol



Pricing Worksheet*

NCPA Pricing. Use this information to build your budget. Contact us for a formal quote.

Products	GOV PRICE		QUANTITY	TOTAL
XL		\$22,500		
Original		\$16,500		
Solo		\$12,000		
Shipping & Handling and Install				
Shipping & Handling per pod FOB to XX	XL	TBD		
	Original	TBD		
	Solo	TBD		
Installation	XL	\$2,500		
	Original	\$2,500		
	Solo	\$1,800		
Additional Options (XL and Original)				
Built-to-Order graphics		\$2,500		
Custom Graphics		\$5,000		
Pod sponsorship		\$5,000		
Enhanced Privacy Ceiling		\$500		
Single bench with cabinetry modification		\$500		
Opposite door swing		\$250		
Additional Options (Solo)				
Logo		\$1,100		
Additional Options (All Models)				
Base Service Plan	1 year	\$1,200		
	3 year	\$2,700		
	5 year	\$4,000		
Enhanced Service Plan	1 year	\$2,500		
	3 year	\$6,750		
	5 year	\$10,000		
ZTU (Zero Transmission Unit for secure areas)		\$500		
Medela Symphony PLUS® Breast Pump		\$1,450		
Hand Sanitizer Bundle		\$50		
Sanitizing Wipes Bundle		\$310		

Total

*This reflects estimated pricing.

Valid until December 31, 2022.

To place an order, please contact us for a formal sales order for you to sign and complete.

Mamava requires a 50% deposit upon receipt of the signed sales order and PO.

Product pricing and shipping costs are subject to change.

Tab 8
Value-Added Products &
Services

Value-Added Products and Services

Mamava's offerings extend well beyond providing mobile lactation pods to customers.

- We have extensive experience conducting site/facilities surveys to help customers determine the number and potential placement of lactation pods throughout their facilities;
- We conduct employee surveys and present feedback and recommendations to leadership based on input from employees;
- Mamava has a full-time Certified Lactation Consultant (CLC) on Staff who is available for consultation with potential customers;
- We are available to provide consultative services to assist customers in developing Workplace Lactation Policies;
- We are available on a consultative basis on best practices for designing room conversions when and if there is not space or resources for mobile accommodations;
- We offer ancillary products through an ongoing partnership with companies such as Medela, an internationally-recognized expert in the manufacture and distribution of breast pumps.

Tab 9
Innovation

Innovation and Product Development

The Mamava Solo

Responding to feedback from workplace customers that the Original and XL models were too large for most office, school, or other commercial settings, Mamava set about designing what became known in its first year at the “Mamava Solo.” It is expressly designed as a single-person accommodation, ideally suited for offices, schools, distribution centers, and anywhere “back of house.” It contains all of the elements of the Mamava Original and XL—technology, comfort, and privacy in a well-designed, dignified, yet smaller space.

Incorporating feedback gleaned from customers who purchased the first generation of the Mamava Solo, we now offer the newest generation of the product, the Mamava Solo 2.0. It still retains the features and benefits of the original Solo, yet roomier interior with 16sq ft, and more structurally sound to move with optional casters or with a furniture dolly.

Please see the attached product sheet that highlights the evolution of the Mamava Solo from 1.0 to 2.0.

Mobile Outdoor Unit

We are working on the creation of a truly **Mobile Outdoor Unit**. We anticipate this being introduced into the market in 2024.

Mamava Rental Program

Mamava believes that there is a strong market for a true rental program for single-or-multi-day events, concerts, etc. We anticipate that such a program will become available in 2023.

mamava®

Solo 2.0 vs. Solo 1.1

Mamava's new and improved Solo Lactation Pod offers more flexibility for facilities and a better user experience for pumping parents. Same small footprint, but now with an even bigger impact.

PRODUCT IMPROVEMENTS

Greater placement flexibility

A square footprint and standard door opening ensure flexible placement options. Four adjustable leveling feet provide stability on uneven surfaces.

Improved user experience

Better support for pumping and multi-tasking parents with an ergonomic seat, conveniently placed shelf with easy-to-reach outlets, infused lighting, and a fold-down laptop table. Plus an additional 1.5 square feet for a spacious interior.

Increased mobility

Plastic feet caps and a lightweight frame make it easy to move the pod short distances. Optional caster wheels provide even greater mobility.

Maximum durability

Rigid vinyl wall covering resists scratches and dents in interior and exterior wall surfaces. Composite wood base provides added floor support.

Improved health + safety features

Certain eco-friendly pod materials (walls, storage surfaces, seat base) meet UL Greenguard Gold standards for low-VOC. Intentional step-up. The pod floor meets GreenAir formulation for low VOCs.

Simplified access

Mamava's patent-pending Smart Access technology (WO 2020/142511 A1) comes standard on the Solo for easy wayfinding, autonomous access, occupancy status, duration of use, and vacancy alerts. No need for tech? The Solo Base is a tech-free model with a keyless handle and interior deadbolt.

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mamava®
Solo 2.0



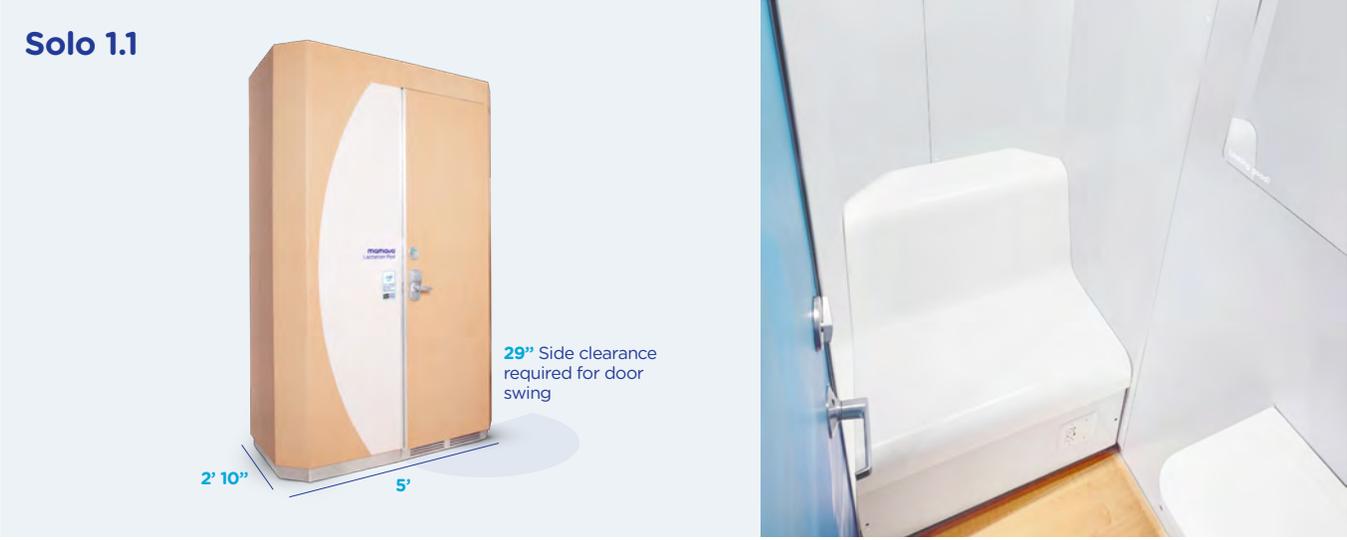
Mamava Solo 2.0 Base
Tech-free model with a keyless handle and interior deadbolt



4'

4'

Solo 1.1



29" Side clearance required for door swing

2' 10"

5'



Tab 10
Required Documents

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

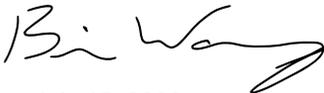
CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

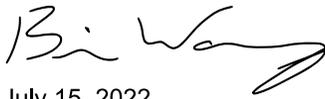
Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror: Mamava, Inc.
Address: 180 Battery Street, Suite 210
City, State, Zip: Burlington, VT 05401
Authorized Signature: 
Date: July 15, 2022

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Mamava, Inc.
Print Name	Brian J. Wannop
Address	180 Battery Street, Suite 210
City, State, Zip	Burlington, VT 05401
Authorized signature	
Date	July 15, 2022

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

Brian J. Wannop

Date 7/18/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Mamava, Inc.
Address	180 Battery Street, Suite 210
City/State/Zip	Burlington, VT 05401
Telephone No.	802-347-2111
Fax No.	802-347-1084
Email address	brianw@mamava.com
Printed name	Brian J. Wannop
Position with company	CFO
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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

Exhibit D
MAMAVA'S QUOTE

230508| Mountain View Whisman School District -MOCK PROPOSAL

Mountain View Whisman School District

1400 Montecito Avenue
Mountain View, CA 94043
United States

Rebecca Westover
rwestover@mvsd.org
5099981661

Reference: 20230508-191433880

Order created: May 8, 2023

Order expires: June 7, 2023

Order created by: Meredith Martin

Account Executive
meredithm@mamava.com

Comments from Meredith Martin

Bill To: TBD

Payment Method: Check/ ACH/ Credit Card/ PO

Tax Exempt: Y/N

Tax Exempt Certificate #

PO #

Products & Services

Item & Description	Quantity	Unit Price	Total
Original Pod V5	11	\$16,500.00	\$181,500.00
Stock Graphic: Dreamscape	11	\$0.00	\$0.00
Fridge Cabinet	11	\$500.00	\$5,500.00

Item & Description	Quantity	Unit Price	Total
Shipping + Handling Reflects standard freight services, which assumes loading dock and no additional services. Additional services include: inside delivery, lift-gate service, airport, construction site, military base, trade show deliveries, limited access, holiday/ weekend, outside of normal business hours, expedited or guaranteed service, notification prior to delivery, appointment, large city deliveries (ex., NYC, Boston, Seattle).	11	\$1,800.00	\$19,800.00
Original Pod Installation Installation costs reflect 4 hours of prep/assembly time during normal business hours. If installation occurs outside of normal business hours or requires union labor, purchaser will be subject to additional charges.	11	\$2,500.00	\$27,500.00
Subtotals			
One-time subtotal			\$234,300.00
		Total	\$234,300.00

Purchase Terms

Pricing and terms of conditions per NCPA contract #07-105 valid through September 30, 2025.

Sales tax is not included in this estimate.
 3% Processing fee for credit card purchase.

Signature

Before you sign this order, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Rebecca Westover
 rwestover@mwsd.org
[sig|req|signer1]

Brian Wannop
 brianw@mamava.com
[sig|req|signer2]

Questions? Contact me



Meredith Martin

Account Executive

meredithm@mamava.com | +14105983373

Mamava

180 Battery Street

Suite 210

Burlington, VT 05401

US

**Exhibit E
CERTIFICATIONS**

HEALTH & SAFETY CERTIFICATION

I, _____ **[Your Name]**,

[Firm Name]
(“Contractor”).

hereby acknowledge that Contractor must comply with the policies, safety protocols and practices, vaccination and COVID testing policies established by the District, the Health Officer of the County of Santa Clara, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan, and communication matters (collectively “Health & Safety Policies”) in effect as of the date of this Contract and as may be revised during the term. Contractor must always review and implement the Health & Safety Policies in its performance of this Contract, including the work of Contractor’s consultants and subcontractors.

Additionally, I hereby certify that Contractor’s employees, agents, subcontractors, any subcontractor’s employees or agents and any other person that may enter upon any District school site for purpose of performing Contractor’s obligations under this Contract, will not be allowed to enter the District site if they have a fever, cough or other COVID-19 or infectious disease symptom(s) and/or if they have not complied with the Health & Safety Policies.

I further agree to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. I also acknowledge and hereby certify that I will require any of the Contractor’s employees, agents, subcontractors, or Contractor’s subcontractors’ employees or agents to comply with the requirements of the Health & Safety Policies.

ACKNOWLEDGEMENT AND CERTIFICATION

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Pursuant to the fingerprinting and criminal background investigation requirements of Education Code section 45125.1, one (1) of the four (4) boxes below **must** be checked, with the corresponding certification provided, and this form shall be attached to the Supplemental Contract Incorporating the Region 14/NCPA Public Sector Master Contract for the Procurement of Furniture, Installation and Related Services (“**Agreement**”):

Mamava certifies that Mamava has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Mamava nor any of Mamava’s employees, subcontractors, agents, and subcontractors’ employees or agents (collectively “Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Mamava, who may interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Mamava shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Neither Mamava nor Mamava’s Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Mamava for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative’s Name & Initials: Rebecca Westover **INITIAL HERE:** RW

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Mamava’s services pursuant to this Agreement are provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Mamava and/or Mamava’s Employees so that Mamava and/or Mamava’s Employees do not interact with District pupils outside the immediate supervision and control of the pupil’s parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative’s Name & Initials: _____ **INITIAL HERE:** _____

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Mamava is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Mamava has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative’s Name & Initials: _____ **INITIAL HERE:** _____

Megan’s Law (Sex Offenders). I have verified and will continue to verify that the employees of Mamava that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

I am a representative of the Mamava entering into this Agreement with the District and I am familiar with the facts hereincertified, and am authorized and qualified to execute this certificate on behalf of Mamava.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____
Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Mamava Inc. ("Mamava") shall complete **ONLY ONE** of the following three paragraphs.

1. Mamava's total Contract Price is less than one million dollars (\$1,000,000).

OR

2. Mamava's total Contract Price is one million dollars (\$1,000,000) or more, but Mamava is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Mamava is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

3. Mamava's total Contract Price is one million dollars (\$1,000,000) or more, but the District has given prior written permission to SHI to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Contract.**

I certify that I am duly authorized to legally bind Mamava to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

RUSSIAN SANCTIONS CERTIFICATION

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I certify that I am duly authorized to legally bind Mamava to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit F
BONDS

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Mountain View Whisman School District**, ("District") and **Mamava Inc.**, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Procurement of Products and Services pursuant to the Region 14 Education Service Center and NCPA Public Sector Master Contract Number 07-105 for District Sites ("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the District in the penal sum of:

\$ _____ **DOLLARS,**

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein

shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Mountain View Whisman School District**, ("District") and **Mamava Inc.**, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Procurement of Products and Services pursuant to the Region 14 Education Service Center and NCPA Public Sector Master Contract Number 07-105 for District Sites ("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

\$ _____ **DOLLARS,**

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

(Name of Surety)

(Signature of Person with Authority)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Exhibit G
NOTICES TO PROCEED

NOTICE TO PROCEED FOR PRODUCT PHASE

Dated: _____

To: Mamava Inc.
("Contractor")

(Address)

From: Governing Board ("Board") of Mountain View Whisman School District ("District" or "Owner")

Re: **Procurement of Products and Services pursuant to the Region 14 Education Service Center and NCPA Public Sector Master Contract Number 07-105 for Live Oak High School**
("Project" or "Contract")

Contractor has notified the District that it is prepared perform the work of the Products Phase under the Contract. The Contractor is hereby notified that the District agrees with the Contractor proceeding with the work under the Products Phase and in accordance with the Contract Documents. The total value of the work under the Products Phase is \$206,800. This Notice to Proceed, however, is **not** authorization for the Contractor's performance of any work or services required by or during the Services Phase of the Project as described in the Contract. The District will issue a Notice to Proceed for the Services Phase services as described in Section 7 of the Contract.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE CONTRACT EXECUTED: _____

NOTICE TO PROCEED FOR SERVICES PHASE

Dated: _____

To: Mamava Inc.
("Contractor")

(Address)

From: Governing Board ("Board") of Mountain View Whisman School District ("District" or "Owner")

Re: **Procurement of Products and Services pursuant to the Region 14 Education Service Center and NCPA Public Sector Master Contract Number 07-105 for District Sites**
("Project" or "Contract")

Contractor has notified the District that it is prepared perform the work of the Services Phase under the Contract. The Contractor is hereby notified that the District agrees with the Contractor proceeding with the work under the Services Phase and in accordance with the Contract Documents. The total value of the work under the Services Phase is **\$27,500**.

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE CONTRACT EXECUTED: _____