



# Lion National Corp

## Affiliate Compliance Management

LNC's Affiliate Compliance Management contract with OMNIA Partners facilitates a partnership between member agencies such as municipalities and school districts with pre-vetted, pre-qualified contractors and service providers whose proven history of success ensures that top quality work is provided in an efficient and competent manner. Pre-approved pricing means that agencies can access lower-cost products and services through the buying power of the large network. Project start and delivery times are greatly reduced through streamlined procurement processes offered exclusively through cooperative purchasing vehicles.

LNC serves as an independent, third-party administrator to ensure compliance with state and local procurement law. This oversight further promotes the ethical spending of public funds through transparency of process. All proposals for goods and services are audited to ensure that the pricing is compliant with the terms of the contract. Our internal team includes experts in project identification, project execution, price book (catalog) estimating, contract auditing and compliance, cooperative purchasing, and government contracting.

This contracting vehicle can be used for a broad range of construction, facility services, product/software solutions and other goods and services that are used in the building, owning, operating, maintenance and management of businesses to OMNIA Partners members.

include but are not limited to; construction, repair, renovations, alterations, upgrades and maintenance projects, supplies, professional services, and more.

## Click Your Industry

Education | Government

Nonprofit

# Public Sector

K-12 Education

Higher Education

State & Local Government

Lion National Corporation (LNC) provides services that are tailored to the client's business capabilities and goals, for small companies new to the marketplace or large-scale entities seeking expansion opportunities.

- **Affiliate Compliance Management**

Region 14 ESC - TX | 02-139

[VIEW CONTRACT  
DOCUMENTATION](#)

[CONTACT US](#)

[AUTHORIZED  
AFFILIATES](#)



## About Lion National Corporation

LNC assists businesses with the procurement and management of Federal, State, and Local Government contracts for a wide range of products and services. We offer tailored consulting services related to market intelligence, corporate registrations and compliance, opportunity identification, technical proposal writing, project management, and establishment of partnership opportunities. LNC's commitment to the ethical spending of public funds is the foundation of our Affiliate Compliance Management Program with OMNIA Partners. Our network of affiliates, clients and partners include companies with proven success that are varied in market sector, size, scale, geographic coverage, and ownership type. Many fall under the various SBA minority ownership designations, which can help agencies meet minority participation goals.

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## Contact Information

**Scott Gaeta**

[sgaeta@lionnational.com](mailto:sgaeta@lionnational.com)

(954) 651-7200

SUPPLIER WEBSITE



5001 Aspen Grove Drive  
Franklin, TN 37067

info@omniapartners.com  
(866) 875-3299

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## REQUEST FOR CONTRACT UPDATE # \_\_\_\_\_

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Lion National Corp (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 02-139 for Affiliate Compliance Management (Contract Title) on this date 04/18/2024.

### Instructions:

**Vendors must check all that may apply and provide supporting documentation.** Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

*This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.*

### Authorized Affiliates/Dealers/Distributors/Resellers

- Additions
- Deletions

### Products/Services (check all that apply)

- Additions
- Deletions
- Modifications
- Pricing Update

**Other** Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Termination of MGC Roofing & Construction as an authorized affiliate.

Lion National Corp  
Vendor Name

April Gaeta  
Submitted By

  
Signature

04/18/2024  
Date

**FOR USE BY Region 14 ESC ONLY:**

Emily Jeffrey, Chief Financial Officer

DocuSigned by:  
  
4FE64E70707547B...  
Signature

4/19/2024 | 8:19 AM PDT  
Date



## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Thursday, September 1<sup>st</sup>, 2022

Lion National Corporation  
ATTN: Scott Gaeta  
PO Box 25534  
Greenville, SC 29616

Dear Scott:

Region XIV Education Service Center is happy to announce that Lion National Corporation has been awarded an annual contract for Affiliate Compliance Management based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on September 30<sup>th</sup>, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Lion National Corporation.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Shane Fields".

Shane Fields  
Region XIV, Executive Director

Response Submitted By:

**LION NATIONAL CORP**

**PO Box 25534**

**GREENVILLE, SC 29616**



**PROPOSAL**

**RFP #29-22**

**Affiliate Compliance  
Management**

**Presented To:**

**National Cooperative Purchasing Alliance  
Attn: Mark Reese & Matthew Mackel  
Region 14 Education Service Center  
1850 Highway 351  
Abilene TX 79601**

**NCPA**  
National Cooperative Purchasing Alliance



July 20, 2022

National Cooperative Purchasing Alliance ("NCPA")  
Attn: Mark Reese & Matthew Mackel  
Region 14 Education Service Center  
1850 Highway 351  
Abilene, TX 79601

Re: RFP #29-22, Affiliate Compliance Management

Dear Mr. Reese & Mr. Mackel,

In response to the NCPA's RFP #29-22 for Affiliate Compliance Management, please find enclosed our proposal for your review and consideration. As you are aware, Lion National Corp ("LNC") and the NCPA have a lengthy and fruitful history of doing business together and we are well-suited to this requirement. Our decades of experience in general contracting, program management, small business consulting, federal contracting, cooperative contract management, market intelligence, project acquisition, regulatory compliance and revenue expansion ensure successful performance for a contract such as this. We are confident that we can exceed your expectations, bringing value and increased revenues to both the NCPA and its members and affiliates.

Over the past 15 years, we have focused on the formation of a broad network of general and trade contractors who are pre-vetted and demonstrate reliable success in their markets. We have helped these businesses grow into new markets, strategically and geographically, through proven methods of procurement. We know how to leverage the strengths of businesses to increase revenues. Our client base includes both Small and Large Businesses in all ownership categories including Economically Disadvantaged, Minority-Owned, Woman-Owned, Veteran-Owned, Service-Disabled Veteran-Owned, Native American-Owned, Alaskan Native American-Owned, and HUBZone contractors.



Our internal team includes experts in project identification, project execution, price book (catalog) estimating, contract auditing and compliance, cooperative purchasing, and government contracting. We have not identified any competitors that offer the broad range of expertise we bring to the table.

We are grateful for the opportunity to submit our qualifications and pricing for evaluation. Please feel free to reach out if you have any questions or concerns.

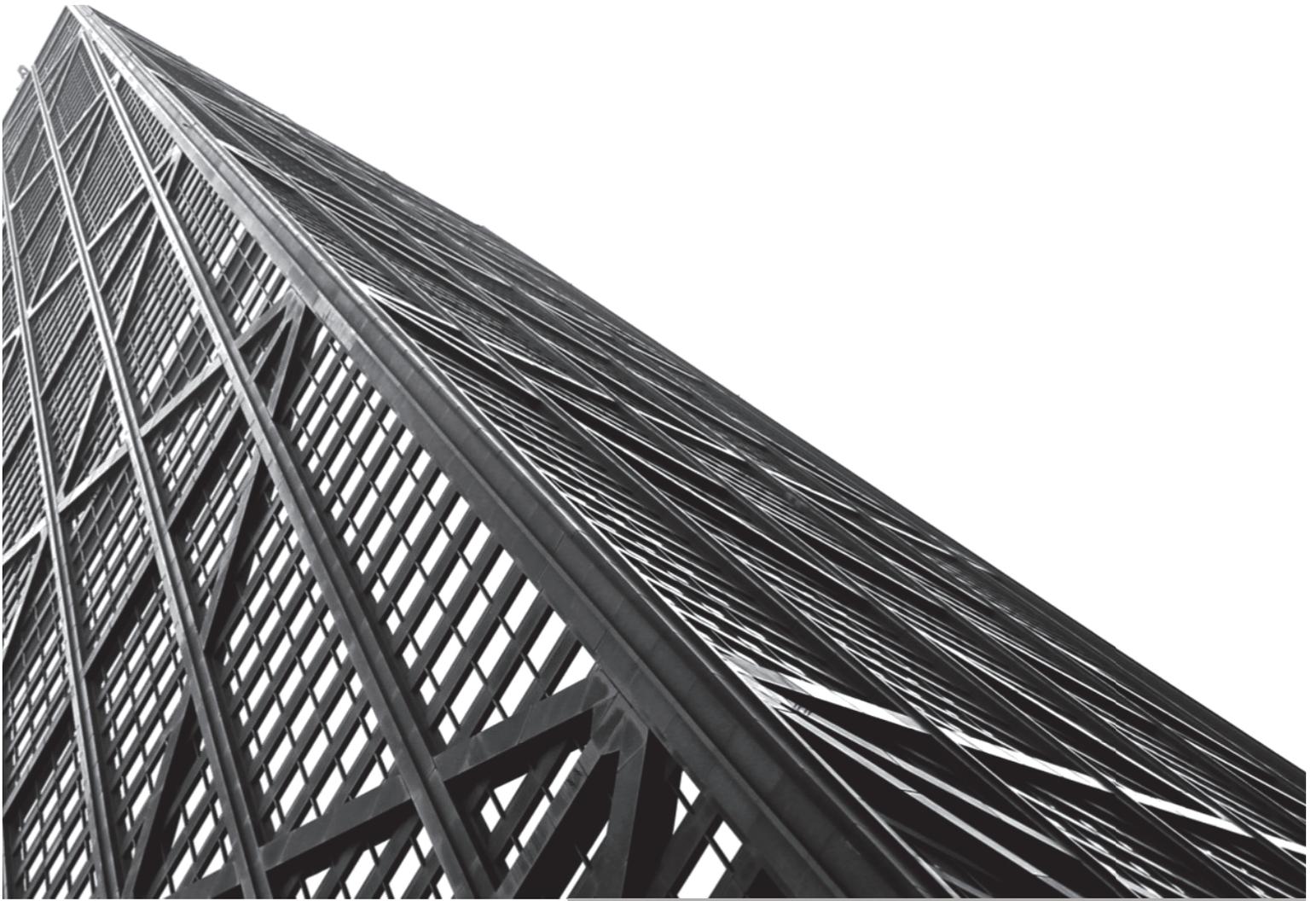
Respectfully,

Scott Gaeta, Director



## TABLE OF CONTENTS

Tab 1: Master Agreement Signature Form	5
Tab 2: NCPA Administration Agreement	7
Tab 3: Vendor Questionnaire	11
Tab 4: Vendor Profile	15
Tab 5: Products & Services / Scope	27
Tab 6: References	36
Tab 7: Pricing	40
Tab 8: Value Added Products & Services	42
Tab 9: Required Documents	44



**NCPA**  
National Cooperative Purchasing Alliance

TAB **1**

**MASTER AGREEMENT  
SIGNATURE FORM**

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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

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

- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; 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. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

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

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

- ◆ Past Performance

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

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price List / Coefficient List
    - Competitive regular and after-hours coefficient per each State
    - 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
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Past Performance based on responses provided to the Technical Questions;
    - Quality and experience managing the compliance of Public Sector affiliates, subcontractors and contracts
    - Quality and experience of Key Personnel Resume's
    - Quality and experience of RS Means and UPB pricing methods
    - Quality and completeness of Compliance Process & Procedures
    - Quality and completeness of Case Study responses
  
- ◆ References and Experience (20 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
  
- ◆ Value Added Products/Services Description, (8 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Technology for Supporting the Program (7 points)
  - Quality of vendor's technological tools used to administer and support this contract
  - Specifications and features offered by respondent's products and/or services
  - Quality of vendor's on-line resources for NCPA members.

# Signature Form

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

Prices are guaranteed: **120 days**

Company name	LION NATIONAL CORP
Address	PO BOX 25534
City/State/Zip	GREENVILLE, SC 29616
Telephone No.	954-651-7200
Fax No.	N/A
Email address	sgaeta@lionnational.com
Printed name	SCOTT GAETA
Position with company	DIRECTOR
Authorized signature	



**NCPA**  
National Cooperative Purchasing Alliance

TAB  
**2**

**NCPA ADMINISTRATION  
AGREEMENT**

# Tab 2 – NCPA Administration Agreement

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

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 02-139, 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 Affiliate Compliance Management;

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

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

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

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

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

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

### ◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

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

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

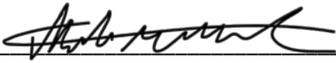
<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

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

◆ General Provisions

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

**National Cooperative Purchasing Alliance:**

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

**Vendor:**

LION NATIONAL CORP  
 Name: SCOTT GAETA  
 Title: DIRECTOR  
 Address: PO BOX 25534  
GREENVILLE SC 29616  
 Signature:   
 Date: 7/20/2022



**NCPA**  
National Cooperative Purchasing Alliance

**TAB**  
**3**  
**VENDOR**  
**QUESTIONNAIRE**

# Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

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

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

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

◆ **Residency**

➤ Responding Company's principal place of business is in the city of GREENVILLE, State of SOUTH CAROLINA

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

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

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: APRIL GAETA

Title: PRESIDENT

Company: LION NATIONAL CORP

Address: PO BOX 25534

City: GREENVILLE State: SC Zip: 29616

Phone: 954-614-1009 Email: agaeta@lionnational.com

- **Purchase Orders**

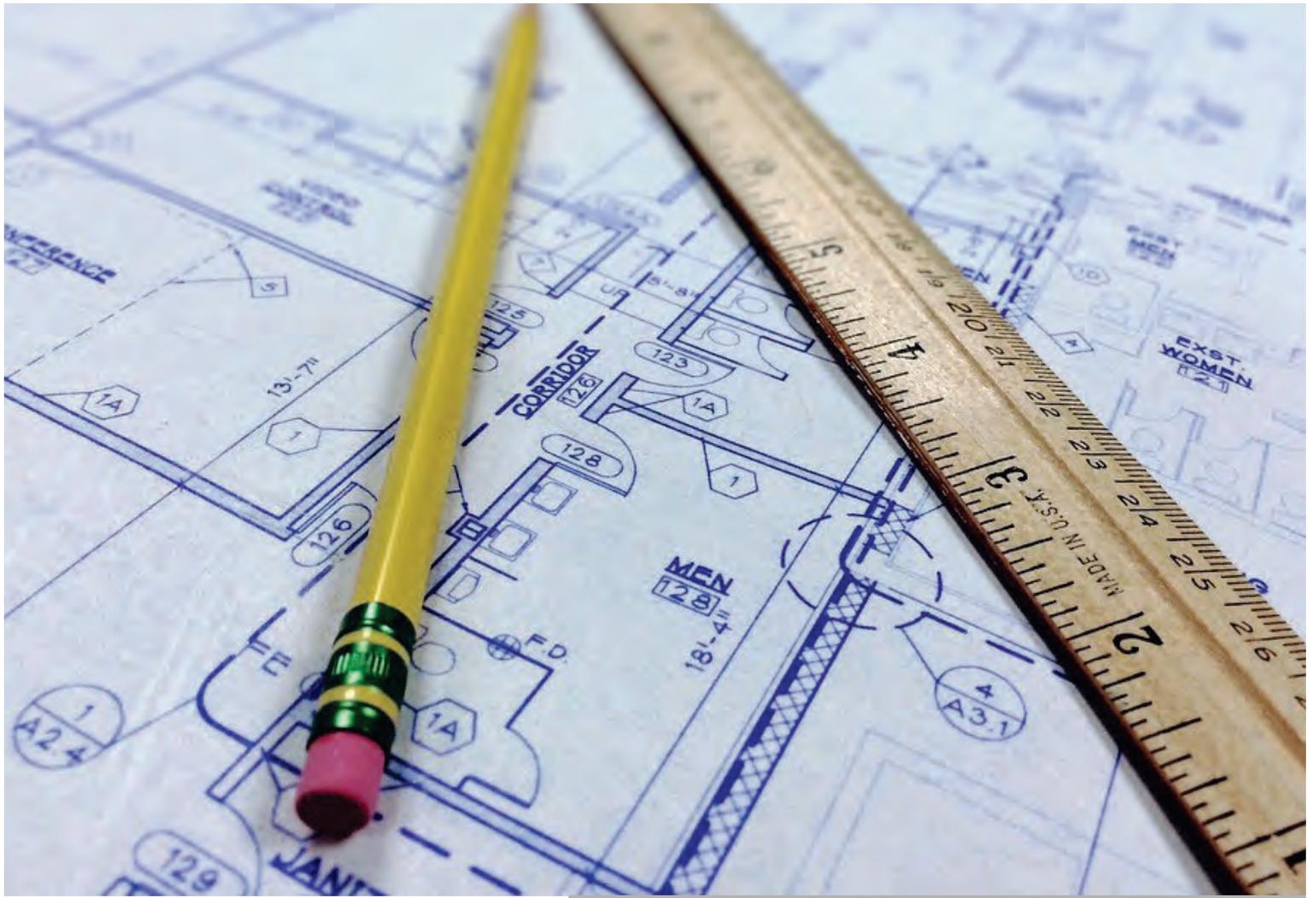
Contact Person: SCOTT GAETA  
Title: DIRECTOR  
Company: LION NATIONAL CORP  
Address: PO BOX 25534  
City: GREENVILLE State: SC Zip: 29616  
Phone: 954-651-7200 Email: sgaeta@lionnational.com

▪ Sales and Marketing

Contact Person: SCOTT GAETA  
Title: DIRECTOR  
Company: LION NATIONAL CORP  
Address: PO BOX 25534  
City: GREENVILLE State: SC Zip: 29616  
Phone: 954-651-7200 Email: sgaeta@lionnational.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



**NCPA**  
National Cooperative Purchasing Alliance

TAB  
**4**  
VENDOR  
PROFILE

# Tab 4 – Vendor Profile

Please provide the following information about your company:

Company’s official registered name.

**Lion National Corp**

Brief history of your company, including the year it was established.

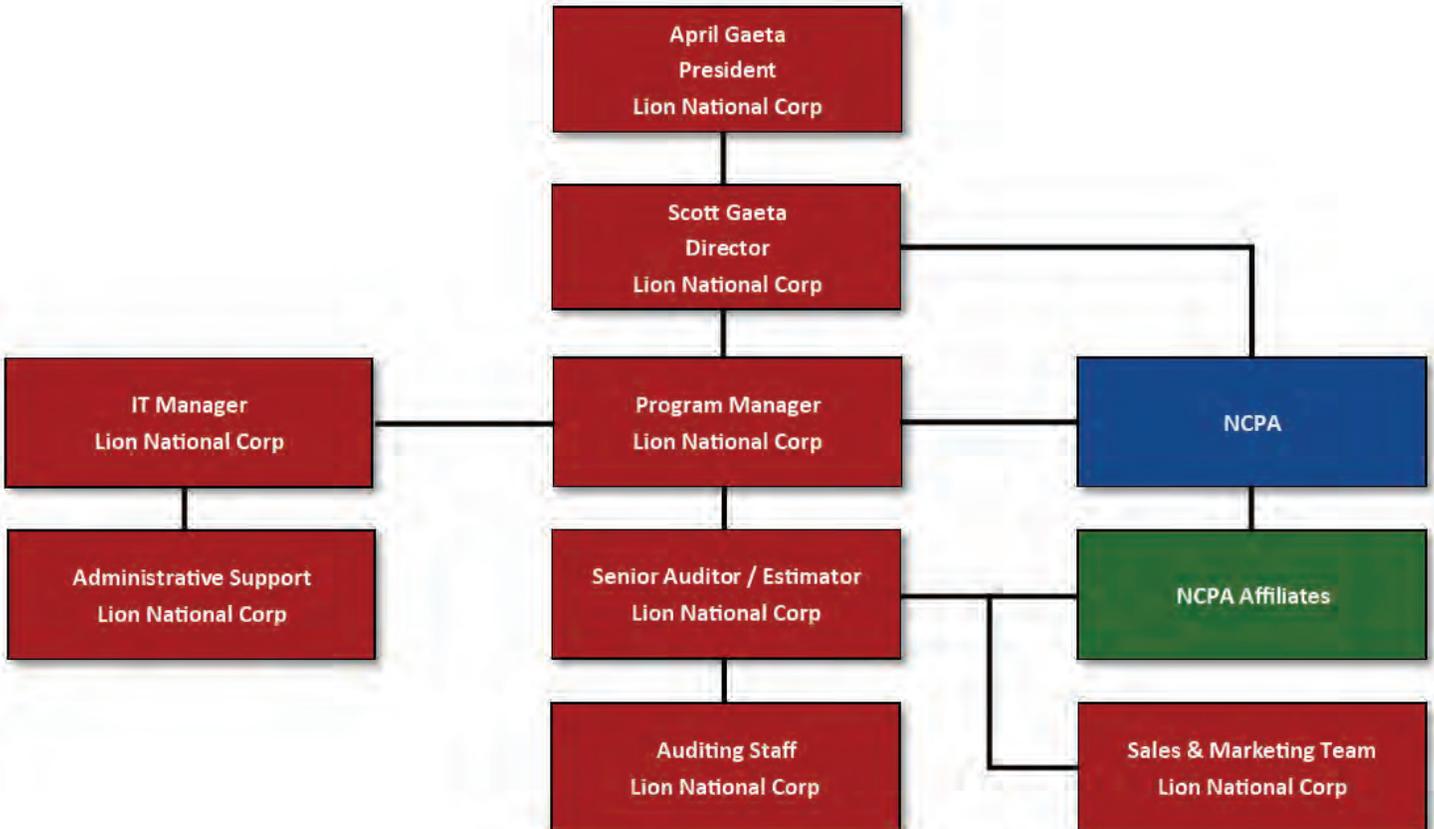
**Lion National Corp (“LNC”) was formed in 2015 by April and Scott Gaeta. The company was formed as a consultant agency for businesses looking to penetrate or increase revenues from the government contracting market. LNC specializes in the procurement and management of federal, state, and local contracts, including market intelligence, opportunity identification, program & project management and compliance, and strategic partnerships. Principals of LNC have managed NCPA Cooperative Purchasing Contracts since 2011.**

Company’s Dun & Bradstreet (D&B) number.

**080007224**

Company’s organizational chart of those individuals that would be involved in the contract.

## NCPA CONTRACT ORGANIZATIONAL CHART Affiliate Compliance Management RFP# 29-22



Corporate office location

**PO Box 25534, Greenville, SC 29616**

- List the number of sales and services offices for states being bid in solicitation.  
**Nationwide contract will be serviced out of Greenville SC headquarters**
- List the names of key contacts at each with title, address, phone and e-mail address.  
**April Gaeta, President, PO Box 25534, Greenville, SC 29616, 954-614-1009, [agaeta@lionnational.com](mailto:agaeta@lionnational.com)**  
**Scott Gaeta, Director, PO Box 25534, Greenville, SC 29616, 954-651-7200, [sgaeta@lionnational.com](mailto:sgaeta@lionnational.com)**

Define your standard terms of payment.

**Net 30 Days**

Who is your competition in the marketplace?

**Although there are companies within the federal marketplace that assist in the vetting process of contractors to perform under specific vehicles, we feel that there are currently no other firms that provide a comprehensive program that meets the NCPA's needs.**

What differentiates your company from competitors?

**More than 10 years ago, the principals of LNC started working with cooperative purchasing agencies to help develop the methods of compliance and transparency that allowed them to provide cooperative purchasing services in a manner that met all state and local legal requirements. This new way of acquiring products and services within the strict regulatory framework of the ethical use of public funds allowed “co-ops” to expand their ability to provide services to members nationwide. Since then, we have assisted vendors, their affiliate contractors, and the “co-op” providers themselves with compliance, transparency, market penetration, streamlining their tracking and reporting process, and ultimately increasing revenues for the co-op and the contractor, while saving time and money for the clients.**

**In addition, LNC has a small business development program that assists clients in the procurement and management of Federal, State, and Local Government construction contracts. We offer tailored consulting services related to market intelligence, corporate registrations and compliance, opportunity identification, technical proposal writing, project management, and establishment of partnership opportunities. Our methods have proven successful for achieving our clients’ goals pertaining to government contracting and increased revenues and profitability.**

**Our network of clients provides a nationwide base of vetted, successful contractors in various trades and industries that can be leveraged to provide added value services to existing vendors through affiliate program relationships.**

Describe how your company will market this contract if awarded.

**LNC currently works with a limited number of NCPA vendors and their affiliates. We intend to make the existing affiliate relationship model available to all current NCPA vendors. This will allow us to partner the NCPA vendors with vetted and verified affiliate contractors and suppliers, bringing additional value to the members of the NCPA. We will also utilize a dedicated staff of sales personnel to market the NCPA directly to new affiliate contractors and suppliers, bringing in their current client base and building the network with new clients for the NCPA.**

Describe how you intend to introduce NCPA to your company.

**LNC’s principals have been working with the NCPA for more than 10 years.**

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

**LNC’s headquarters are based in Greenville, SC. We are available to affiliates/vendors M-F from 8a-7p EST.**

Describe your company's experience in Public Sector contracting.

Considerable factors include:

- How many years of experience? **LNC was incorporated in 2015. Its principals have been working in the public sector since 1989.**
- What types of agencies does your company support? (Local, State, Federal, K-12, Higher-Education, Hospital, Non-Profit, etc.) **We have supported all of the listed agency categories. Examples include: GSA, USAF, USACE, NAVFAC, DOJ, DOT, 35+ of the 50 states, 100+ counties, 100+ cities, 50+ school districts, 20+ higher learning centers, 20+ hospitals, and several religious organizations.**
- How many years of experience do you have in Cooperative Contracting? **Approx. 12 years**
- What Cooperative Contracts did you use? **NCPA, TIPS, Sourcewell, Choice Partners, TexBuy, PCA**
- How many relationships do you have? **The following are quantitative estimates of the number of relationships in various categories:**
  - **Federal Government: 50+**
  - **State & Local Government: 50+**
  - **Schools & Higher Education: 50+**
  - **Large-Scale / Nationwide General & Specialty Trade Contractors: 25+ contractors, more than 500+ personnel**
  - **Small Business / Regional General & Specialty Trade Contractors: 100+ contractors, 500+ personnel**
- What is your estimated annual revenue volume? **LNC's annual revenue is approximately \$1mm per year, resulting from our involvement in acquisition and management of approximately \$200mm in contract volume.**
- What type of purchases were procured from your company? **Consulting and contract management services**

Include the resumes of (3) of your Key Personnel that will execute the management of this contract. Key Personnel should include an auditor, administrator, and a cooperative contract/public procurement professional. **See resumes attached at the end of Tab 4.**

Considerable factors include:

- Years managing Cooperative Purchasing contracts
- Years managing Public Sector contracts, if different from above.
- Years managing technical engineering, procurement and/or construction projects, facility services and product, software and hardware solutions that are used in the building, owning, operating, maintenance and management of related projects.
- Years of experience directly using a Unit Pricing Book (RS Means and/or Sierra West Costing Methods)?

List any and all degrees, accreditations, certifications and advanced education and training from organizations directly related to Public Sector contract administration and procurement (ex NIGP)

**N/A**

Describe your companies' processes and procedures related to Compliance Management of Affiliates (subcontractors, vendors, third-party companies)

Considerable factors include:

- Estimating: **We have a staff of in-house estimators that are utilized to ensure that affiliate pricing is within industry standards per contract.**
- Auditing: **All affiliate contracts are audited to ensure that public agencies receive contract-compliant proposals that meet all applicable state and local procurement laws and pricing models per the NCPA's contract.**
- Certification: **Audits are submitted to the NCPA for review and certification per the contract prior to the delivery of the proposal to the member.**
- Reporting: **Tracking of submitted audits for certification, contract completions, and NCPA fees are reported on a monthly/quarterly basis. Once affiliate receives full payment for the completed work, filing fees are submitted to LNC, who then submits payment to the NCPA. LNC maintains a proprietary reporting software system, which will give the NCPA the ability to log in and track affiliate work in progress.**
- Customer Relationship Management: **LNC tracks all NCPA members and is continuously adding new and potential members into the CRM system. Our sales force is tasked with consistent communication via telephone, email, and/or site visits to ensure we are assisting with budgets, supply requirements, contract requirements, etc.**
- Coaching and Education: **LNC is committed to the success of the affiliate program, achieved through the education of the clients and affiliates. Our dedicated support staff will conduct regular meetings during which we discuss goals and responsibilities such as marketing ideas and platforms, process and procedure in the public sector marketplace, pipeline development and execution, and contract compliance.**
- Other Support and Resources: **LNC's team brings more than 35 years of experience in the cooperative purchasing marketplace, having mentored dozens of large and small businesses. Our network of experienced public service contractors throughout the U.S. includes various specialty trades, general contractors, service providers, material suppliers, and transportation providers in all ownership categories. We also have deep and long-standing relationships with bonding/surety and insurance firms who have helped our clients expand and increase revenues.**

Describe your company's technological tools that will be used in the administration and support of this contract. **LNC utilizes several itemized pricing platforms and has developed a proprietary software system for CRM and contract management tracking.**

Does your company currently have RS Means Facilities Construction, Sierra West Construction Cost Data Book, or other Construction Cost Method? If other, describe the method and how it related to RS Means or Sierra West. **LNC currently utilizes RS Means Facilities Construction, ezQC Procurement Process, and Craftsman Book, in conjunction with decades if estimating data that can be utilized for non-pre-priced categories.**

How many years of experience does your Key Personnel have with RS Means and/or Sierra West Construction Cost Data Book or other UPB? **Our director has more than 12 years of experience with RS Means and our Program Manager has more than 17 years experience with UPBs. Our auditing staff has as much as 10 years experience with UPBs.**

Provide (1) Case Study for each scenario below:

- Compliance Management Process: describe your company's process from cradle to grave that took a potential project from prospect to close using the considerable factors described in question #4. **LNC assists in member's understanding that the NCPA is available for them. We assist in identifying vetted affiliate contractors/suppliers to meet the member's needs. We will assist the member in budgetary requirements if necessary. We will audit the affiliate contractors or supplier's estimate and proposal to ensure that it meets the NCPA's criteria for compliance. We report to the NCPA the status of the member's needs and the approved affiliate contractor's audit for certification. We will then deliver the certification letter and proposal to the member for approval. We will track the progress of the contracted work between the affiliate and the member by way of our proprietary software, and we will submit the filing fee to the NCPA upon completion of work performed by the affiliate for the NCPA member.**
- State Laws: describe how your company has used due diligence to help support the procurement of an agency? **LNC has ensured that all procurement laws in all 50 states are tracked and monitored for changes. That information is transmitted to vendors and affiliates as updated so that procurement laws are followed.**
- Auditing: describe how your company's auditing process helps verify the proposal is in compliance with the terms of the contract. **All contract estimates are applied to the unit price book to ensure that pricing meets the contract requirements.** How does your process identify accuracy and errors? **All audits are reviewed by an auditor and the program manager to ensure that quantities and selected line items are accurate and true to scope.** What is the process to correct errors? **Audits are rejected and returned to the vendor or the affiliate for correction/adjustment before they are sent to the NCPA for certification.**
- Cost Savings: describe how your company's tools, processes and procedures, as described in Question 4 & 5, saves the agency money. **LNC's affiliate management program saves agencies money in several ways. Our network of pre-vetted, pre-qualified contractors and service providers with proven histories of success ensures that top-quality work is provided in an efficient and competent manner. Pre-approved pricing means that agencies can access lower-cost products and services through the buying power of the large network. Project start and delivery times are greatly reduced through streamlined procurement processes offered by cooperative purchasing vehicles. For construction services, the contractor partners with the agency, assisting in the design and management of the services required, mimicking a design-build platform in most cases. This minimizes or eliminates change orders. Overall, our system of processes, procedures, checks & balances reduces administrative costs and mitigates risk across the board.**
- Risk: describe any potential risk associated with your company's execution of your tools, processes, and procedures. **The processes and procedures outlined in this proposal are designed to mitigate any risks associated with the procurement of products and services for the NCPA members. The checks and balances in place**

**eliminate the likelihood of errors.**

- **Timeliness:** describe the duration of your company's tools, processes and procedures used in the Compliance Management of a project. **As an example, the identification of a member's needs up until the point at which the products or services can be supplied, can be reduced from the typical industry timeline of >90 days down to less than 25 days.**

#### 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. **LNC is committed to environmentally friendly and energy-efficient practices through the implementation of a paperless office environment, through reduced travel by conducting virtual meetings when possible, and through the intentional search for and use of service and product providers that are also committed to environmental consciousness.**

#### Anti-Discrimination Policy (if applicable)

Describe your organizations' anti-discrimination policy. **LNC does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of clients and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients.**

**LNC is an equal opportunity employer. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression.**

#### 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.

**LNC is a self-certified Woman-Owned Small Business. A "screen shot" of our corporate status with the State of South Carolina can be found on the following page.**

# Business Entities Online

File, Search, and Retrieve Documents Electronically



Log In

## Lion National Corp

### Corporate Information

Entity Type Corporation

Status Good Standing

Domestic/Foreign Domestic

Incorporated State South Carolina

### Important Dates

Effective Date 10/13/2021

Expiration Date N/A

Term End Date N/A

Dissolved Date N/A

### Registered Agent

Agent April Gaeta

Address PO Box 25534  
Greenville SC 29616



Request Documents



Add Filing

### Official Documents On File

Filing Type	Filing Date
Domestication of Foreign Corporation to South Carolina Corporation	10/13/2021



**APRIL GAETA**  
**PRESIDENT, LNC**  
**FOR THIS EFFORT: CONTRACT ADMINISTRATOR**

YEARS IN INDUSTRY: **10+**      YEARS WITH LNC: **7** (CO-FOUNDER)      YEARS IN BUSINESS MANAGEMENT: **20+**  
 YEARS IN GOVERNMENT CONTRACTING: **10+**      YEARS IN MGMT OF COOPERATIVE PURCHASING CONTRACTS: **7**  
 YEARS IN SMALL BUSINESS DEVELOPMENT: **10+**      YEARS IN ACCOUNTING & FINANCE: **18+**

April Gaeta is the President and Co-Founder of LNC. April's career spans over 20 years in business development, accounting and finance, market intelligence, and data analysis. She has a lengthy, proven record of increasing revenues through market penetration, opportunity identification, and strategic thinking.

April's expertise includes:

- ✓ Government contract acquisition
- ✓ Market intelligence
- ✓ Regulatory compliance
- ✓ Program development & management
- ✓ Budgeting & forecasting
- ✓ Strategic partnership development
- ✓ Project procurement strategies
- ✓ Data & trend analysis
- ✓ Accounting and cost controls
- ✓ Technical proposal writing
- ✓ Contract management and execution



**SCOTT GAETA**  
**DIRECTOR, LNC**  
**FOR THIS EFFORT: COOPERATIVE CONTRACT PROCUREMENT PROFESSIONAL & AUDITING SUPERVISOR**

YEARS IN INDUSTRY: **30+**      YEARS WITH LNC: **7** (CO-FOUNDER)      YEARS IN CONSTRUCTION MANAGEMENT: **20+**  
 YEARS IN GOV'T CONTRACTING: **20+**      YEARS IN MGMT OF COOPERATIVE PURCHASING CONTRACTS: **12+**  
 YEARS OF EXPERIENCE IN UNIT PRICE BOOK ESTIMATING: **15+**      YEARS IN SMALL BUSINESS DEVELOPMENT: **15+**

Scott Gaeta is a Managing Director and Co-Founder of LNC. Scott's career spans over 30 years in general and trade construction, program management, and business development. He has a lengthy, proven record of developing new concepts to achieve clients' goals of controlling costs, enhancing efficiency, improving productivity, and increasing revenues.

Scott's expertise includes:

- ✓ Government contract acquisition
- ✓ Market intelligence
- ✓ Regulatory compliance
- ✓ Program development & management
- ✓ Budgeting & cost controls
- ✓ Bidding & estimating
- ✓ Owner/developer coordination
- ✓ Strategic partnership development
- ✓ Project procurement strategies
- ✓ Data & trend analysis

## **PROGRAM MANAGER\***

YEARS IN INDUSTRY: **25+**    YEARS AFFILIATED WITH LNC: **7**    YEARS IN CONSTRUCTION MANAGEMENT: **20+**  
YEARS IN GOV'T CONTRACTING: **20+**    YEARS IN MGMT OF COOPERATIVE PURCHASING CONTRACTS: **17**  
YEARS OF EXPERIENCE IN UNIT PRICE BOOK ESTIMATING: **15+**

LNC's Program Manager brings over 25 years of construction experience to the team, including 17 years of management of cooperative purchasing contracts. He has been instrumental in the implementation and expansion of cooperative purchasing programs for multiple small and large businesses across the country.

Duties include:

- ✓ Identifying and vetting affiliates
- ✓ Partner education in marketplace
- ✓ Member liaison
- ✓ Management of sales team
- ✓ Budgeting & cost controls
- ✓ Co-op program development
- ✓ Small business development
- ✓ Strategic partnership development
- ✓ Project procurement strategies
- ✓ Data & trend analysis

## **SENIOR AUDITOR/ESTIMATOR\***

YEARS IN INDUSTRY: **7**    YEARS AFFILIATED WITH LNC: **2**    YEARS IN CONSTRUCTION ESTIMATING: **7**  
YEARS IN GOVERNMENT CONTRACTING: **7**    YEARS IN COOPERATIVE PURCHASING SECTOR: **2**  
YEARS OF UNIT PRICE BOOK ESTIMATING: **7**

LNC's Senior Auditor/Estimator has extensive experience in construction estimating and auditing in the cooperative purchasing environment. Has been involved in government construction contracts for 7 years. Retired from U.S. military, earned MBA from University of Pittsburgh.

Duties include:

- ✓ Project estimating
- ✓ Budget development
- ✓ Collaborative preconstruction process
- ✓ RS Means specialist
- ✓ Plans & specifications review
- ✓ Proposal negotiation
- ✓ Contractual auditing
- ✓ Proposal review

## **SALES TEAM MEMBER\***

YEARS IN INDUSTRY: **30+**      YEARS AFFILIATED WITH LNC: **7**      YEARS IN INDUSTRY SALES: **30+**  
YEARS IN GOVERNMENT CONTRACTING: **20+**      YEARS IN COOPERATIVE PURCHASING SECTOR: **12**  
YEARS OF MANUFACTURER AND PRODUCT DISTRIBUTION EXPERIENCE: **30+**

LNC's Sales Team Member is an industry expert who brings more than 30 years of success in the sales environment to the table. His accumulated network of industry leaders is leveraged for business development and new sales opportunities.

Duties include:

- ✓ Identifying and vetting affiliates
- ✓ Partner education in marketplace
- ✓ Member liaison
- ✓ Project tracking
- ✓ Budgeting & cost controls
- ✓ Co-op program development
- ✓ Small business development
- ✓ Strategic partnership development
- ✓ Project procurement strategies
- ✓ Data & trend analysis

## **INFORMATION TECHNOLOGY MANAGER\***

YEARS IN INDUSTRY: **20+**      YEARS AFFILIATED WITH LNC: **5**      YEARS IN PROGRAM DEVELOPMENT: **20+**  
YEARS IN GOV'T CONTRACTING: **5**      YEARS IN COOPERATIVE PURCHASING SECTOR: **5**  
YEARS OF SOFTWARE DEVELOPMENT AND MANAGEMENT: **20+**

LNC's Information Technology Manager is an industry expert with more than 20 years of experience in the I/T world. He has developed our proprietary cooperative purchasing management software platform and has developed, operated, and maintained the system for more than 5 years.

Duties include:

- ✓ Management of all computer systems
- ✓ Manages I/T staff
- ✓ Design & implement systems & procedures
- ✓ Attend to all user needs & functionality
- ✓ Preserves assets, information security
- ✓ Evaluation of electronic data operations
- ✓ Plan, organize, & control data environment
- ✓ Ensure security of data, network, and backup
- ✓ Strategic solutions and contingencies
- ✓ Synthesis of data for reporting

\* Names of Individuals to be provided upon Contract award.



**NCPA**  
National Cooperative Purchasing Alliance

TAB **5**

**PRODUCTS &  
SERVICES / SCOPE**

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
  - 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) Affiliate Compliance Management categories. List all categories along with manufacturer that you are responding with:

### **Products and Services**

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The affiliate shall assist the end user with making a determination of their individual needs.
- ◆ It is the intention of NCPA to establish an annual contract with highly qualified vendor(s) for Affiliate Compliance Management on a national or regional basis. A
- ◆ Vendor(s) shall, at the request of an NCPA member, provide these covered services under the terms of this RFP and the Contract Terms and Conditions. Vendor shall ensure the affiliate's compliance in their assistance to the end user (NCPA member) with making a determination of its individual needs, as stated below.
- ◆ NCPA is seeking sealed proposals for Affiliate Compliance Management for this procurement in accordance with state statutes governing Job Order Contracting where the work occurs.
- ◆ The purpose of this procurement is to award Affiliate Compliance Management contract(s) so that affiliates can provide a broad range of construction, facility services, product and software solutions and other goods and services that are used in the building, owning, operating, maintenance and

management of its business, infrastructure and facilities to NCPA members. These include but are not limited to; construction, repair, renovations, alterations, upgrades and maintenance projects on an as-needed basis as may be required by the end user (NCPA member) of a facility for work of a recurring nature in which the delivery times are indefinite and for indefinite quantities and for orders that are awarded substantially on the basis of pre-described and pre-priced tasks.

- ◆ The vendor, on behalf of the NCPA, ensures that the selected affiliates meet all the requirements of the NCPA to perform work for NCPA members, including but not limited to: audited pricing of proposed work, proper execution of the affiliate agreement with the vendor, monthly or quarterly reporting of work as outlined in this contract, accurate and timely payment of cooperative purchasing fee to the NCPA.
- ◆ The affiliate contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by NCPA client partner. The specific work requirements will be identified in Work Orders to be issued by NCPA client partner.
- ◆ A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, NCPA member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB or other mutually agreeable and established method.

## **Information to Offerors**

- ◆ Those companies seeking multiple state awards should propose a separate coefficient to be applied to affiliate products and/or services in each state. The proposer shall ensure that the affiliate is properly licensed and bonded in the state(s) in which they will perform work. If a proposer is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to NCPA requesting the additional state(s). In addition, the vendor shall ensure that the affiliate provides proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents. It is the intent of NCPA in this document to meet each state's statutory requirements for performing Job Order Contracting services in that jurisdiction.
- ◆ It is the intention of NCPA to issue these contracts to give the NCPA agencies a choice of contractors that provide the best value to them.
- ◆ The vendor will ensure that the affiliate contractor agrees to use required Davis Bacon (See the UPB) or local wage rates that apply with some of the NCPA agencies. The agency must supply any Davis Bacon or local wage rates requested.
- ◆ The respondent is encouraged to use either the current annual edition of RS Means Facilities Construction Cost Data Book or the Sierra West Construction Cost Data Book and quarterly adjustments as their UPB used. If either option is not suitable, a mutually agreeable and established

method shall be used.

- ◆ The proposal coefficient should provide reasonable oversight for Architectural and Engineering (A&E) design to meet both local and state requirements. The contractor should expect as part of its coefficient those services that are required to obtain building permits and meet local and state standards for design and oversight. Services may be provided via its own staff, subcontractor, or working with the client's managers, architects and engineers wherever such professional architectural and engineering services are required. The contractor may pay for the engineer or architectural services with the NCPA agency's concurrence as per state statutes where the proposed work is to be done. However, the NCPA agency member may select the engineering or architectural services in accordance with state statutes.
- ◆ A&E selection and fees for this service will meet the requirements of the State in which the work is performed for such selections and fee negotiations and where the NCPA agency member's engineer or architect will approve possible design services. If the NCPA member agency does not have these services on staff or under direct contract, then the NCPA member agency must make the selection per state law. NCPA reserves the right to modify this section per future changes or clarifications in the code or statutes.
- ◆ AIA master text specifications or NCPA member agency approved equivalent and all applicable local, state and national codes will apply to work done under this contract.
- ◆ The NCPA fee will be included in the contractor's priced coefficient and will not be issued as a separate line item in any job order proposals issued to NCPA member agencies. This contract management fee will be paid to NCPA quarterly. If the job order has progress payments on large DOs the contractor will report and pay these proportions with the next quarterly report. ***See Tab 2, Fees and Reporting***
- ◆ NCPA encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some NCPA member agencies will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractor's business plan to meet these goals will be part of the overall contractor's evaluation process as well as selection process for certain client members as a requirement for their delivery orders.
- ◆ It is the intent of NCPA to award these contracts without discussion. If at the sole discretion of NCPA the coefficients for a scope of work are not competitive, NCPA reserves the right to conduct discussions and negotiations with the successful offerors. If in the opinion of NCPA these negotiations have failed, NCPA will cease negotiations with that offeror and begin negotiations with the second best offeror.
- ◆ RS Means and or Sierra West are the two encouraged unit price books acceptable for use for this contract using SWG Current Construction Costs, JOC Works Ed. and/or the RS Means right hand column ("Total Inc. O & P") and the most recent editions (this will include any periodic editions such as quarterly updates. ) RS Mean's 12-digit line numbers or Sierra West's 13 digit line numbers will be used in line item estimates for NCPA member agencies. Contractors at their expense will make copies of the UPB available to the client upon request via electronic or printed media. SWG Current Construction Costs, JOC Works Ed and/or JOC Works or 4Clicks Project Estimator will be the preferred software for preparing line item estimates. If these two costing methods are not applicable, a mutually agreeable and established method shall be used.
- ◆ As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, NCPA management fee (2% of Purchase order less bond and sales tax), final site

cleanup, Job Order Contract Estimating Workshop session and all contingencies. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

- ◆ Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractor's coefficient. This line item will then be negotiated with the NCPA member agency and, when approved, the item will then be added to the price book for future projects and will no longer be considered non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the NCPA member agency and NCPA.
- ◆ Business forms and reporting criteria including audit function will be uniform for all of the contractors and be established by NCPA.
- ◆ Vendor will ensure that the affiliate contractor is adequately bonded by a licensed surety, and provides the required performance and payment bonds for the work being performed under the affiliate agreement. Contractors may need to provide additional capacity as job orders increase. Bonds will not require a fee to be paid to NCPA. The actual cost of the bond will be a pass through expense to the NCPA member agency and added to the purchase order.
- ◆ Vendor will ensure that the affiliate contractor has adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The contractor, if awarded a contract, will provide within 14 days but prior to the commencement of any construction, a certificate of insurance showing that NCPA has been named as additional insured. If the NCPA member agency has higher insurance requirements, than those requirements may be added as an addendum to the purchase order.
- ◆ Texas law requires that public works over \$8,000.00 be conducted under the supervision of an engineer and over \$100,000.00 with an architect. Statutes of the state where the job is located will govern requirements for an engineer and/or architect.
- ◆ Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

## **Scope of Services**

- ◆ The vendor will ensure that a specific scope of work for each job order is determined in advance and in writing between NCPA member agency and the Contractor.
- ◆ It is acceptable for the NCPA member agency to provide a general scope, but the contractor should provide a written scope of work to the NCPA member agency as part of the proposal. Once the scope of the job order is agreed to, the NCPA member agency will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the NCPA member agency. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract. The vendor will ensure that this process is completed within the guidelines of the contract.
- ◆ Once the selected contractor is approved by the NCPA member agency, the choice being made by the agency's other NCPA contractors will no longer market this NCPA member agency without approval

of the NCPA marketing manager. The NCPA member agency may replace or use more than one NCPA contractor. The NCPA member agency may consult with NCPA about their needs if deemed necessary.

## **Contract and Documents**

- ◆ The contract shall include the contract, its terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the NCPA contract, NCPA, at its sole discretion, will decide which provision will prevail.
- ◆ The Unit Price Book (UPB), will be either or the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data or SWG Current Construction Costs, JOC Works Ed. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.
- ◆ Other documents to be included are the contractor's proposals, task orders, purchase orders and any attachments, which have been issued.

## **Project Delivery Order Procedures**

- ◆ The NCPA member agency, having executed the NCPA Master Intergovernmental Cooperative Purchasing Agreement during registration and/or an inter-local agreement approved by their board or designated agent may make a request of the vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, e-mail, fax, or in person.
- ◆ Upon notification of a pending request, the vendor shall ensure that the affiliate contractor makes contact with the client as soon as possible. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from client to include, but not limited to, hazardous materials surveys and other relevant documents.
- ◆ The affiliate contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.
- ◆ Contractors will be required to submit Job Order proposals and shall provide a line item estimate based upon their coefficient and the UPB for that scope of work which must be reviewed and agreed to by the client prior to their issuance of a PO and DO.
- ◆ Minimal design work should be covered in the contractor's applicable coefficient, and this design work shall use in house staff or a teamed sub-consultant. In all cases where significant design changes occur, the A/E selection shall conform and be based upon qualifications of the design personnel according to applicable state law for selection and negotiation of fees. The client may select an architectural consultant or use their own design capabilities providing the plans to the

contractor.

- ◆ The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price as agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.
- ◆ The client will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order (PO). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract.
- ◆ In the event of an emergency such as a major power disruption; acts of God; strikes; lockouts; 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 the contractor will endeavor to meet with the client within two hours (if possible), expediting these procedures with verbal job orders and a signed field book by the member's designated agent and the NCPA contractor. Work may commence immediately as required; however, documentation must be provided as soon as possible for this work or for any additional long term job order requirements.

## **Schedule of Projects**

- ◆ Scheduling of projects will be accomplished when the client issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line item estimate and approved JOB Order proposal. For large projects a Construction Project Management (CPM) schedule should be included with the proposal. The effective start and end dates will come from the dates approved in the proposal. The construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

## **Associated Project Support Requirements**

- ◆ If there is a dispute between the contractor and client, NCPA or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.
- ◆ NCPA or its representative reserves the right to inspect any project and audit the contractors NCPA project files, documentation and correspondence.
- ◆ The contractor will provide auditing services to his project offices with minimal down time (24 hours service calls) a computer system with applicable software including Microsoft Office, JOC project

estimating software (JOC Works or 4Clicks Project Estimator) such as RS Means current edition or SWG Current Construction Costs, JOC Works Ed. This software shall be compatible with currently utilized edition of RS Means or Sierra West Group. The contractor may not alter these programs in any form or manner. Updates of Sierra West Group or quarterly RS Mean software or revised yearly editions will be allowed. Each job order proposal submitted to the client will contain a computer generated line item estimate, and this estimate shall have been generated by one of the approval software programs. The printout will contain all of the unit price book items, quantities, pricing and total cost.

- ◆ If applicable, utilities at the job sites will be furnished free of charge to the affiliate contractor by the NCPA member agency. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the NCPA member agency. Upon project completion, the connections will be removed at the direction of the NCPA member agency.
- ◆ If applicable, it is the affiliate contractor's responsibility to analyze his electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the contractor. It will be the responsibility of the contractor to coordinate his requests and needs with the NCPA member agency. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, the NCPA member agency will make toilet facilities available or the contractor will make arrangements for portable toilets.

## **Safety/Environmental Plan**

- ◆ The affiliate contractor shall, upon award, submit a more detailed safety plan within 14 days and prior to commencement of work. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer would interact with the NCPA member agency's staff and management of safety and environmental issues while working in occupied areas.

## **Quality Assurance/Quality Control Program**

- ◆ The affiliate contractor shall, upon award of a contract, submit a QA/QC plan within 14 calendar days and prior to commencement of work. This plan shall detail the day-to-day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the NCPA member agency's staff.

## **Subcontracting Plan**

- ◆ The affiliate contractor shall submit an updated subcontracting plan within 14 calendar days. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the contractor will implement his safety plan with subcontractors (may reference the contractor's safety plan). The subcontractors will be held to the same standards as the JOC contractor.

- ◆ A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms.

## **Project General Manager and Key Staff**

- ◆ The affiliate contractor's PGM should be knowledgeable in multiple construction divisions. It is also important that the PGM has managed plumbing, concrete, electrical, painting, HVAC and mechanical in multi discipline projects. The PGM should have experience in managing multiple projects at diverse locations. The PGM should be a team builder and be versed in JOC or have attended a course in JOC. The PGM should understand the contractual nature of JOC versus hard bid contracts and change notices.

## **Project General Manager & Key Personnel**

- ◆ The PGM shall have had experience as a program or construction manager. He should be well versed in job order contracting (JOC). He should be personable and be able to build confidence with NCPA and his company's team (including subcontractors) and the JOC Choice client members he is serving. It is preferred that the PGM have actual JOC experience, however attendance in a course on JOC will be acceptable. He should show the ability to multi-task handling multiple task orders simultaneously over an extensive geographic area. He should have experience in working with both architects and engineers on projects. He must be able to demonstrate that he understands the importance of all aspects of the NCPA program to include marketing, communication, business practices, subcontractors, and teaming.
- ◆ The PGM should show experience in scheduling and critical path analysis. The PGM should show a broad ability to quickly trouble shoot problems with an attitude of what is best for the client member. The PGM should be able to show with references that he has had extensive experience with and the ability to work with many small subcontractors and in some cases aiding and teaching (mentoring) as appropriate for future partnering on task orders.
- ◆ In all cases, the PGM should show a willingness to explain each line item estimate to the NCPA member agency in a team concept. The PGM should be considering cost saving measures as well as the NCPA member agency's budget constraints in making recommendations.



## Tab 8 – Value Added Products and Services

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

Through detailed evaluation and strategic planning, LNC specializes in assessing our client's current position and identifying opportunities with the highest likelihood of success to generate revenue growth in the cooperative purchasing marketplace. We provide services that are tailored to the client's business capabilities and goals, for small companies new to the marketplace or large-scale entities seeking expansion opportunities.

LNC's expertise provides the logistical assistance and training our clients need in order to confidently navigate the complexities of government contracting. We streamline the process of contract procurement, maintenance, and compliance, allowing management to focus on the growth and performance of their business.

Our network of clients and partners include companies with proven success in various industries, representing a wide range of products and services. These companies are varied in size, scale, and ownership type. Strategic partnerships help agencies meet minority participation goals, and leverage the strengths of the partners to maximize efficiency and profitability. We work with SBA-certified HUBZone, 8(a), WOSB, VOSB, SDVOSB, DBE, and Native American Owned businesses. Our network extends coast to coast, allowing us to service agencies regardless of geographic location.



**NCPA**  
National Cooperative Purchasing Alliance

**TAB**

**9**

**REQUIRED  
DOCUMENTS**

# Tab 9 – Required Documents

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

## **Federal Funds Certifications**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CERTIFICATION OF ACCESS TO RECORDS

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

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror: LION NATIONAL CORP

Address: PO BOX 25534

City, State, Zip: GREENVILLE, SC 29616

Authorized Signature: 

Date: 7/20/2022

## 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	LION NATIONAL CORP
Print Name	SCOTT GAETA
Address	PO BOX 25534
City, State, Zip	GREENVILLE SC 29616
Authorized signature	
Date	07/20/2022

## **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



Date

07/20/2022

**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	LION NATIONAL CORP
Address	PO BOX 25534
City/State/Zip	GREENVILLE SC 29616
Telephone No.	954-651-7200
Fax No.	N/A
Email address	sgaeta@lionnational.com
Printed name	SCOTT GAETA
Position with company	DIRECTOR
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 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

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

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

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

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

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

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

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

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

### **State Notice Addendum**

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

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

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

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