Paoli LLC

RFP # 14-15

National Cooperative Purchasing Alliance
September 1, 2015

National Cooperative Purchasing Alliance
Region 14 Education Service Center
1850 Highway 351
Abilene, TX 79601

RE: RFP # 14-15

We are pleased to present our quote for the above referenced RFP. We are appreciative for the opportunity to assist you with the furniture requirements for the National Cooperative Purchasing Alliance.

Our bid response includes two completed hard copies of the RFP, as well as two electronic copies. Included on the flash drives are copies of our April 2015 price list.

Please contact me if you have any questions, or if there is anything I can help clarify. Thank you in advance.

Very respectfully,

Trent Turner
Government and Strategic Accounts Manager
812-865-7085
trent-turner@paoli.com
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Request for Proposal (RFP) for Furniture

Solicitation Number: 14-15

Publication Date: Thursday, July 30th, 2015

Notice to Respondent:

Submittal Deadline: Thursday, September 10th, 2015 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, September 3rd, 2015. All questions and answers will be posted to http://www.ncpa.us/solicitations.

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

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

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.
Competitive Solicitation by
Region 14 Education Service Center
For
Furniture
On behalf of itself and other Government Agencies
And made available through the
National Cooperative Purchasing Alliance
RFP # 14-15
Tab 1 – Master Agreement
General Terms and Conditions

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

♦ Assignment of Contract
  ➢ No assignment of contract may be made without the prior written approval of Region 14 ESC. Purchase orders and payment can only be made to awarded vendor. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

♦ 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.

♦ 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.

♦ Pricing
  ➢ All pricing submitted to 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
  ➢ Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment

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

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

Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the
party claiming such inability. It is understood and agreed that the settlement of strikes and
lockouts shall be entirely within the discretion of the party having the difficulty, and that
the above requirement that any Force Majeure shall be remedied with all reasonable
dispatch shall not require the settlement of strikes and lockouts by acceding to the
demands of the opposing party or parties when such settlement is unfavorable in the
judgment of the party having the difficulty

♦ Prevailing Wage

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

♦ Miscellaneous

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

♦ 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

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) years starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms.

♦ Contract Waiver
  ➢ Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

♦ Products and Services additions
  ➢ Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.

♦ Competitive Range
  ➢ It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

♦ Deviations and Exceptions
  ➢ Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor’s complete line of products and/or services, when possible.

♦ Estimated Quantities
  ➢ The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $35 - $50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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

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

NCPA Administrative Agreement

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

Clarifications / Discussions

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

Multiple Awards

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

Past Performance

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

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

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

♦ References (15 points)
  ➢ A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

♦ Technology for Supporting the Program (10 points)
  ➢ Electronic on-line catalog, order entry use by and suitability for the entity’s needs
  ➢ Quality of vendor’s on-line resources for NCPA members.
  ➢ Specifications and features offered by respondent’s products and/or services

♦ Value Added Services Description, Products and/or Services (10 points)
  ➢ Marketing and Training
  ➢ Customer Service
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**

<table>
<thead>
<tr>
<th>Company name</th>
<th>Paoli LLC</th>
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<tbody>
<tr>
<td>Address</td>
<td>201 East Martin Street</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Orleans, IN 47452</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>800-457-7415</td>
</tr>
<tr>
<td>Fax No.</td>
<td>812-865-7080</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:kevin-taney@paoli.com">kevin-taney@paoli.com</a></td>
</tr>
<tr>
<td>Printed name</td>
<td>Kevin Taney</td>
</tr>
<tr>
<td>Position with company</td>
<td>Vice President of Sales</td>
</tr>
<tr>
<td>Authorized signature</td>
<td>[Signature]</td>
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</table>
This Administration Agreement is made as of __October 1, 2015___, by and between National Cooperative Purchasing Alliance ("NCPA") and ___Paoli LLC______ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated ___October 1, 2015____, referenced as Contract Number ___07-39____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

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

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

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

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

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

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

♦ General Terms and Conditions

➢ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

➢ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

➢ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

➢ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

➢ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region
14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

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

♦ Term of Agreement

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

♦ Fees and Reporting

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Zip Code</th>
<th>State</th>
<th>PO or Job #</th>
<th>Sale Amount</th>
</tr>
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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.

<table>
<thead>
<tr>
<th>Annual Sales Through Contract</th>
<th>Administrative Fee</th>
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<tr>
<td>0 - $30,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$30,000,001 - $50,000,000</td>
<td>1.5%</td>
</tr>
<tr>
<td>$50,000,001+</td>
<td>1%</td>
</tr>
</tbody>
</table>
Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

General Provisions

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney’s fees and costs in addition to any other relief to which such party may be entitled.

Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.

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: October 1, 2015

Vendor: Paoli LLC

Name: Kevin Taney
Title: Vice President of Sales
Address: 201 E Martin Street
Orleans, IN 47452
Signature: 
Date: 9/3/15
Tab 3 – Vendor Questionnaire

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

♦ States Covered

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

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

☐ Alabama  ☐ Maryland  ☐ South Carolina
☐ Alaska  ☐ Massachusetts  ☐ South Dakota
☐ Arizona  ☐ Michigan  ☐ Tennessee
☐ Arkansas  ☐ Minnesota  ☐ Texas
☐ California  ☐ Mississippi  ☐ Utah
☐ Colorado  ☐ Missouri  ☐ Vermont
☐ Connecticut  ☐ Montana  ☐ Virginia
☐ Delaware  ☐ Nebraska  ☐ Washington
☐ District of Columbia  ☐ Nevada  ☐ West Virginia
☐ Florida  ☐ New Hampshire  ☐ Wisconsin
☐ Georgia  ☐ New Jersey  ☐ Wyoming
☐ Hawaii  ☐ New Mexico  
☐ Idaho  ☐ New York  
☐ Illinois  ☐ North Carolina  
☐ Indiana  ☐ North Dakota  
☐ Iowa  ☐ Ohio  
☐ Kansas  ☐ Oklahoma  
☐ Kentucky  ☐ Oregon  
☐ Louisiana  ☐ Pennsylvania  
☐ Maine  ☐ Rhode Island
All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Somoa
- Northern Marina Islands
- Federated States of Micronesia
- Puerto Rico
- Guam
- U.S. Virgin Islands
- Midway Islands

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

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

Residency

- Responding Company’s principal place of business is in the city of Orleans________________, State of _IN_______

Felony Conviction Notice

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

Distribution Channel

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

Processing Information

- Provide company contact information for the following:
  - Sales Reports / Accounts Payable
    - Contact Person: Gregory Bauer____________________________________________________
    - Title: Contract Manager___________________________________________________________
    - Company: HNI Corporation________________________________________________________
    - Address: 200 Oak Street  _________________________________________________________
    - City: Muscatine___________ State: IA______________ Zip: 52761_____
    - Phone: 563-272-7354__________ Email: BauerGR@hnicorp.com_________
▪ Purchase Orders
  Contact Person: Amanda Keithley_________________________________________________
  Title: Government Sales Associate_____________________________________________
  Company: Paoli LLC_____________________________________________________________
  Address: 201 E Martin Street_____________________________________________________
  City: Orleans_________________ State: IN_________________ Zip: 47452_________
  Phone: 812-865-7062_____________ Email: amanda-keithley@paoli.com____

▪ Sales and Marketing
  Contact Person: Trent Turner____________________________________________________
  Title: Government and Strategic Contracts Manager_____________________________
  Company: Paoli LLC_____________________________________________________________
  Address: 201 E Martin Street_____________________________________________________
  City: Orleans______________ State: IN_________________ Zip: 47452________________
  Phone: 812-865-7085_____________ Email: trent-turner@paoli.com________

♦ Pricing Information
  ➢ In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer
    all future product introductions at prices that are proportionate to Contract Pricing.
    ▪ If answer is no, attach a statement detailing how pricing for NCPA participants
      would be calculated for future product introductions.
      ☑ Yes       ☐ No
  ➢ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is
    calculated based on the invoice price to the customer.
      ☑ Yes       ☐ No
  ➢ Vendor will provide additional discounts for purchase of a guaranteed quantity.
      ☑ Yes       ☐ No

♦ Cooperatives
  ➢ List any other cooperative or state contracts currently held or in the process of securing.

<table>
<thead>
<tr>
<th>Cooperative/State Agency</th>
<th>Discount Offered</th>
<th>Expires</th>
<th>Annual Sales Volume</th>
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*Please note that Paoli LLC will not release the above referenced information.*
Tab 4 – Vendor Profile

Please provide the following information about your company:

♦ Company’s official registered name.

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

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

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

♦ Corporate office location.
  ➢ List the number of sales and services offices for states being bid in solicitation.
  ➢ List the names of key contacts at each with title, address, phone and e-mail address.

♦ Define your standard terms of payment.

♦ Who is your competition in the marketplace?

♦ Provide Annual Sales for last 3 years broken out into the following categories:
  ➢ Cities / Counties
  ➢ K-12
  ➢ Higher Education
  ➢ Other government agencies or nonprofit organizations

♦ What differentiates your company from competitors?

♦ Describe how your company will market this contract if awarded.

♦ Describe how you intend to introduce NCPA to your company.

♦ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

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

♦ Green Initiatives
  ➢ 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.

♦ 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.
Vendor Profile

Company’s official registered name

Paoli LLC

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

Paoli is a company rich in heritage dating back to 1926. We are a mid-tier performance contract office furniture brand providing best in category casegoods, seating, and conference products. We are constantly reinventing ourselves, and our eye towards the future keeps our brand, products and services fresh and relevant. Our vision is to serve and to make a difference in the lives of others.

We believe several things integral to our business model can add value to your business objectives.

- We offer best in category quality, breadth of relevant product choice, and speed.
- We operate 1.2M square feet of manufacturing space, and have strong operating capabilities.
- We are organized as a single manufacturing campus in southern Indiana, with six interrelated plants producing standard product in 4 weeks or less for most products with a complete and on time ship-date record of better than 99.5%.
- With over 500 members and an average tenure of 18 years, we have an experienced workforce working side by side with the up and coming generation to produce the best in craftsmanship and innovative thinking.
- Our products are American made by great and hard working Hoosiers from the heartland of America.

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

00-636-4764
Company’s organizational chart of those individuals that would be involved in the contract.

- Mona Hoffman
  - President

- Kevin Taney
  - VP of Sales

- Trent Turner
  - Contracts Manager

- Paoli Customer Support Team
- Paoli Sales Representatives

Corporate office location.
- List the number of sales and services offices for states being bid in solicitation
- List the names of key contacts at each with title, address, phone and email address

Our headquarters address is:
Paoli LLC
201 E Martin Street
Orleans, IN 47452

- Our sales organization consists of over 80 experienced professionals empowered to serve the needs of our customers. Our sales professionals are aligned to specific regions within the United States. Additionally, Paoli has a Customer Support Representative that is assigned to support each specific region. Paoli is represented in each of the 50 states.
- Paoli has a dedicated Customer Support team that is committed to delivering a level of service that exceeds customer expectations. Our Customer Support Representatives are trained on the requirements for our Federal, State, Local and Cooperative contracts. Our Customer Support team is available between the hours of 8 a.m. – 5 p.m. EST to answer phone and email inquiries.

Paoli Corporate Headquarters
Toll Free Number: 800-457-7415
Fax Number: 800-888-5817
Define your standard terms of payment.

Our payment terms are 1% 10 days, Net 30.

Who is your competition in the marketplace?

Kimball, OFS, National, Gunlocke, JSI

Provide Annual Sales for last 3 years broken out into the following categories:

- Cities/Counties
- K-12
- Higher Education
- Other government agencies or nonprofit organizations

Paoli has not kept historical data broken out by those categories. Sales on State contracts have been at minimum 2MM per year.

What differentiates your company from competitors?

Paoli LLC is a trusted company in the marketplace. Our name is synonymous with quality, reliability and value. Our objective with each customer is to give you the trust and confidence you are working with a great partner driven to deliver a remarkable experience to you every time. We have a very strong service centric culture, focusing on six core values we believe in very deeply:

- We believe in the power and importance of human connections – relationships matter a great deal to us and we believe they are the centerpiece to building long-term trust and confidence.
- We believe in making an impact for others – our goal is to respond proactively and to add value to your role in the selling or buying process.
- We believe everyone plays a role in success – we value all positions and all people, and know when we work together as a team success happens for us and our customers.
- We believe in each other, our Paoli family, and our customers – we will always start from a position of trust and confidence in all dealings with others.
- We believe in and embrace life, and lifework balance – we are a glass half full, high energy, can-do organization also placing high value on quality of life outside of work.
- We believe in character, and ours is unshakeable – yes is yes, no is no, and there is no grey area when it comes to integrity at Paoli.
Describe how your company will market this contract if awarded

Paoli places great value in our relationship with NCPA and we look forward to continuing this great partnership. The Paoli sales team will continue to aggressively market the NCPA contract through our dealer network of over 600 dealers and to our targeted end-users across the United States.

Describe how you intend to introduce NCPA to your company.

NCPA has been embraced by all Paoli members, and the Paoli sales team, and we will continue to promote the growth opportunity NCPA provides to our company and our customers.

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

Electronic versions of Paoli’s pricelists are available, via PDF, throughout the public website, on a dedicated page, as well as each product page. In addition, Paoli offers our dealer portal, paoliconnect.com, as an avenue for electronic ordering. Users have the ability to process an order 3 ways; EDI, uploading a SIF file, or by adding to a cart.

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

Paoli has a dedicated Customer Support team that is empowered to provide exceptional service that builds trust and confidence in our customers. Their goal is to deliver a remarkable experience with every point of contact. Our staff includes 6 Customer Support Representatives, 3 Order Processing members, and 4 Workplace Design Specialists. Our Customer Support team is located at our Corporate Headquarters in Orleans, Indiana. They are available Monday thru Friday 8 a.m. until 5 p.m EST.

Green Initiatives

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

Paoli is committed to a strong environmental management program based on environmental sustainability. Because we recognize the potential impact our products and processes have on the environment, we are passionate about integrating environmental stewardship and sustainability into our corporate culture.
Our Environmental Policy

Protect and Improve the Environment for Future Generations

Paoli is committed to a strong environmental management program based on environmental sustainability. We are passionate about integrating environmental stewardship and sustainability into our corporate culture.

We will drive our actions in support of this policy by:

- Seeking to use renewable materials and processes whenever possible.
- Striving to meet or exceed industry environmental standards and regulations.
- Pledging our resources to minimize our impact on the environment through Paoli’s Pollution Prevention Program.
- Minimizing our environmental impact through continuous improvement of our equipment and process management capabilities.

Life Cycle

Paoli products are built to last. They are developed to be environmentally neutral in their intended use and rigorously tested to ensure they meet industry durability standards. We build products that will have a long, useful life span. Each design is carefully considered for structure, strength, and durability to meet client expectations. These elements are critical to a long product lifecycle and reduced landfill waste.

Certification

Paoli products have met all of the necessary qualifications to receive the SCS Indoor Advantage™ Indoor Air Quality Gold certification in conformance with the ANSI/BIFMA Furniture Emissions Standard as well as BIFMA Level.

Finishing

Product finishing provides the greatest opportunity to make a positive impact concerning air quality. All of Paoli's Casegoods are finished in Paoli's NatureTech. This finish contains no detectable amounts of formaldehyde, yet its top coat is harder, more durable and adds to our IAQ certifications; a certification that is also present for our seating series.
Packaging

Paoli is committed to limiting package material use and utilizes packaging materials in a way that reduces bulk and weight. Packaging materials are right-sized for tight, secure fits that reduce damage and reduce material usage. Crisp, flat edges are glued for greater strength, eliminating tape and staples. Many seating series are shipped partially assembled, eliminating a great deal of unnecessary packaging material. The recycled content of packing materials has been increased.

Transportation

Transporters of Paoli furniture share and adhere to high standards and environmental commitment. Whenever possible, Paoli consolidates trucks for multiple orders to maximize fuel use and we strive to ensure that every truck leaving the facility has a full load. Paoli also enforces a “no idling” policy and all trucks are equipped with governors to control driving speeds. All of these endeavors work together to ensure the least amount of environmental impact possible while getting your products to you in a timely fashion.

Energy

Paoli strives to optimize energy in order to conserve valuable resources. We have installed halogen ovens for drying material. The new oven has a faster cycle time and cures more efficiently. This innovation also eliminated the use of natural gas as a fuel for curing our product. We have also replaced high intensity discharge (HID) lighting with more efficient T8 bulbs. These modernized lights deliver more lumens while using about half the wattage of a traditional bulb resulting in an overall increase in efficiency of 60%.

LEAN Manufacturing

LEAN manufacturing is an integral part of the process at Paoli. Cellular manufacturing techniques bring human scale to process requirements. This eliminates harmful solvents and reduces waste, improving environmental performance and business performance at the same time. LEAN manufacturing at Paoli has resulted in significant reduction in floor space need for manufacturing resulting in less energy use. Furthermore, Paoli furniture is constructed maximizing the utilization of wood that results in superior strength and enhanced use of the wood. We have maximized the benefits of sustainable forest by establishing best practices in our manufacturing processes.
Skills Training

We strive for continuous improvement of the tasks performed by our members by means of providing information, training, and involvement in environmental projects. Member awareness of key practices concerning environmental conservation ensures ongoing compliance and conservation throughout the company.

Vendor Certificates (if applicable)

Paoli LLC is a large business and would not have M/WBE, HUB or other small business certifications.
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.

The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with. Respondents do not have to offer every category in order to be considered for award.

- Audio / Visual Furniture
- Cafeteria
- Casegoods
- Classroom & Library
- Dormitory
- Ergonomic Solutions
- Filing Storage
- Healthcare
- Highmark
- Lighting
- Lounge / Reception
- Related Products and Support Services
- Science Lab
- Seating / Chairs
- Tables / Meeting Conference Room
- Technology Support Furniture
- Workstation

List how your company will handle the following items:

- Local Representation
- Product Support
- Delivery and Installation
- Warehousing
- Warranty & Claims
- In-stock Furniture

Manufacturers

If respondent is a manufacturer please provide list of dealers/resellers you wish to assign underneath the contract.
Products and Services

Paoli responds to the NCPA package with the following categories:

- Casegoods Veneer
- Casegoods Laminate
- Seating
- Filing Storage Veneer
- Filing Storage Laminate
- Lounge/Reception
- Tables-Conference and Training
- Conference Room

Local representation:
Paoli’s sales organization consists of over 80 experienced professionals empowered to serve the needs of our customers. Our sales representatives are aligned to specific regions within the United States with each state having representation. Our sales representatives are physically located within their region to build strong relationships within our nationwide dealer network. They are the foundation of our sales force and they are focused on driving sales within their assigned region. To build strong relationships, our sales representatives will meet with dealers and customers, provide pricing and program guidance, and train our dealers on products and pricing.

Product Support
Paoli understands the importance of product continuity and the ability to continue to supplement our installed base with the product they have already purchased or a complimentary product if the original has been discontinued. If the business parameters require a formal non-obsolescence agreement with a set term limit, that will need to be negotiated up front and agreed upon by both parties.

Delivery and Installation
Paoli’s production, national distribution and logistics networks support transportation of our products throughout the United States. We have experience coordinating major projects as well as delivering a single piece of furniture. Paoli markets and distributes our products through our nationwide network of loyal dealers. Those same loyal dealers will be available to quote inside delivery and installation charges on a per project basis.
**Warehousing**
Paoli has the warehousing capability in limited capacity at the Corporate Headquarters for short term needs. Warehousing product would be at the customer’s expense and can be negotiated on an as needed basis.

**Warranty and Claims**
All Paoli products are backed by our Limited Lifetime Warranty. The Paoli Limited Lifetime Warranty warrants our products to be free from defects in material and workmanship for as long as the original purchaser owns them. In the unlikely event that any Paoli product covered by the Paoli Limited Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, Paoli will repair or replace with comparable product. The complete terms of the warranty are available at [www.paoli.com/warranty](http://www.paoli.com/warranty).

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Paoli LLC Limited Lifetime Warranty
Paoli LLC warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them.

Paoli LLC will, at its discretion, repair or replace with comparable product, free of charge, any Paoli LLC product or component manufactured after April 19, 2015 that fails under normal commercial office use.

The warranty is subject to the following provisions:

**Limitations involving materials and components**

Some natural variations occurring in wood, leather and other natural materials are inherent to their character and not considered defects. Paoli LLC does not warrant the color-fastness or matching of colors, grains, textures of these materials. Additionally a customer own material (COM) selected by, and used at the request of a user is not warranted.

The material and components listed below are covered according to the following schedule from the date of sale:

- **Veneer and Laminate finishes** are - Twelve Years
- **Seating controls, wood seating, and electrical components (lamps and ballasts are not covered)** - Ten Years
- **Glides, pneumatic cylinders, casters and polymer based components, foam** - Five Years
• Upholstery fabric - Three Year

Seating Usage

Normal commercial office use for seating is defined as the equivalent of a single shift, forty (40) hour work week. Paoli LLC product used in excess of a single shift will be prorated for warranty purposes.

Exclusions

This warranty does not apply to:
• Normal wear and tear over the course of ownership
• Modifications or attachments not approved by Paoli LLC

In-Stock Furniture
Paoli does not have in-stock furniture, but we do understand there are furniture needs that arise that call for a quick turnaround. Our in2 quick ship program strives to be the best quick ship program in the industry. When you use our in2 quick ship program, your order will be manufactured and ready to ship in just two weeks from the date your order is acknowledged. The most popular products in our portfolio are a part of the in2 quick ship program, which allows us to offer the broadest selection of models in casegoods and seating of any of the competitors in our category.

Authorized Dealers
Paoli utilizes an extensive network of dealers authorized to resell Paoli product. Please contact our dedicated sales team to locate a dealer capable of assisting you in your furniture purchase.
Tab 8 – Value Added Products and Services

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

Specification and Design Team

Paoli has a dedicated specification and design team, known as Workplace Design Specialists, that is available at no cost to the customer or dealer. They are extremely knowledgeable about Paoli products and how they apply in the marketplace. They will take your concept drawing and turn it into a complete design file as their goal is to assist you in specifying our product based on your needs, and to do it at the most effective cost. Our Workplace Design Specialists are seasoned professionals in the industry and will help provide you with the most efficient way to specify your project. Contact Customer Support at 800-457-7415 to begin the specification process.

Installation Support

Paoli is committed to being the easiest manufacturer you do business with. This means making sure you have everything you need throughout your experience of buying our product. We know that sometimes issues arise for your installation team when you get to the project site. We offer phone and email support for your installers if they have any issues. In addition, our experienced and knowledgeable installation team is available to be on-site for strategic larger project installations. Contact Customer Support at 800-457-7415 for all your installation needs.

Voice of the Customer Feedback

While other companies are concerned about creating the next "amazing" chair or "stunning" desk, at Paoli, we're focusing our attention on the processes and tools you need to make your next project go smoothly. Sure, we'll continue making beautiful and functional furniture, but our customers have told us what they really need is a no-hassle experience. Paoli works closely with our field sales representatives and dealers to collect your feedback and bring it back to our product development team. Right now, we are working diligently to improve the ease of specifying our products and enhancing many of our existing series in direct relation to what we heard from you.
Tab 9 – Required Documents

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

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment 0, 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.

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<th>Potential Vendor</th>
<th>Paoli LLC</th>
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<tr>
<td>Address</td>
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Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

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

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

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

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

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

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

Company name: Paoli LLC
Address: 201 E Martin Street
City/State/Zip: Orleans, IN 47452
Telephone No.: 800-457-7415
Fax No.: 812-865-7080
Email address: kevin-taney@paoli.com
Printed name: Kevin Taney
Position with company: Vice President of Sales
Authorized signature: [Signature]

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

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
   a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
   b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
   c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
   d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
   e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
   f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
   a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
   a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
      1) The copyright in any work developed under a grant or contract; and
      2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.
Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) **Maintain** all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) **Permit** any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) **Non-discrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) **Equal Employment Opportunity.** The following Equal Employment Opportunity requirements apply to this Contract:

   a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. **Age.** In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act”, 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective
employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. **Segregated Facilities.** Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor’s control where segregated facilities are maintained. As used in this certification the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) **Sanctions of Non-Compliance.** In the event of Contractor’s non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

**DISADVANTAGED BUSINESS PARTICIPATION**

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

1) **Non-Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor’s receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor’s work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

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

### ENERGY CONSERVATION REQUIREMENTS

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

### FEDERAL CHANGES

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

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

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

### NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government’s express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

- **Clean Air and Water Act & Debarment Notice** – Paoli certifies compliance with the Clean Air and Water Act & Debarment Notice in the performance of this agreement and as required by law.

- **ARRA Standard Terms and Conditions Addendum for Contracts and Grants** – These terms should be generally inapplicable to performance. If customer notifies us, Paoli will review on a case by case basis if ARRA funds are utilized and will adhere to the specific terms and conditions as required by law when such funds are utilized.

- **FEMA Standard Terms and Conditions Addendum for Contracts and Grants** – These terms should be generally inapplicable to performance. If customer notifies us, Paoli will review on a case by case basis if FEMA Grants funds are utilized and will adhere to the specific terms and conditions as required by law when such funds are utilized.

- **Required Clauses for Federal Assistance provided by FTA** – These terms should be generally inapplicable to performance. If customer notifies us, Paoli will review on a case by case basis if FTA funds are utilized and will adhere to the specific terms and conditions as required by law when such funds are utilized.