



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: April 16, 2024

or Procurement Director Award:

* = Mandatory, information must be provided

***Contractor/Vendor Name/Grantor (DBA):**

Demco, Inc. (Headquarters: Madison, WI)

***Project Title/Description:**

Public Library Furniture

***Purpose:**

Award: Master Agreement: MA-PO-24-160. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$300,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Project Design & Construction.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 24-166, the Procurement Director approved the use of National Cooperative Purchasing Alliance (NCPA)/OMNIA Contract No. 07-85, which was awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

PRCUID: 514305

Attachment: Cooperative Procurement Agreement

***Program Goals/Predicted Outcomes:**

Public libraries serve as community connectors, transforming lives through innovative and inspiring spaces within their communities. Demco has been in the library business since 1905, creating goods and services to meet the needs of public libraries. The purchase of goods and services from a company that understands libraries will result in easily maintained, long lasting, and functional library spaces.

***Public Benefit:**

Pima County Public Library describes their mission as the transformation of lives by educating, inspiring, and connecting people. Welcoming and functional spaces are the foundation of this mission. The Library has become the community center and connector for individuals across the County. Innovative and inspiring library spaces bring people into the buildings where they read, learn, dream, and do.

***Metrics Available to Measure Performance:**

Required maintenance schedules, longevity of materials, timely delivery and installation of furniture and equipment.

***Retroactive:**

No.

TO COB: 04/02/2024(1)
VER: 1
PGS: 71

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 24-160
Commencement Date: 4/16/2024 Termination Date: 4/15/2025 Prior Contract Number (Synergen/CMS):
[X] Expense Amount \$ 300,000.00 * [] Revenue Amount: \$

*Funding Source(s) required: Library District Fund

Funding from General Fund? Yes No If Yes \$ %
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
[] Match Amount: \$ [] Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Maricruz Lopez Digitally signed by Maricruz Lopez Date: 2024.03.28 12:47:36 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2024.03.28 13:02:06 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2024.03.28 13:13:54 -07'00' Telephone: 520-724-3736

Department Director Signature: Martyn Klell Digitally signed by Martyn Klell Date: 3/29/2024
Deputy County Administrator Signature: Date: 3/29/2024
County Administrator Signature: Date: 3/29/2024

Pima County Procurement Department	
Administering Department: Project Design & Construction	
Project:	Public Library Furniture
Contractor:	Demco, Inc.
	4810 Forest Run Rd
	Madison WI 53707
Amount:	\$300,000.00
Contract No.:	MA-PO-24-160
Funding:	Library District Fund

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between the Pima County Free Library District, a special taxing district of Pima County ("District"), and Demco, Inc. ("Contractor").
- 1.2. Purpose. The Pima County Project Design & Construction Department requires goods and services from a company that understands libraries will result in easily maintained, long lasting, and functional library spaces.
- 1.3. Authority. Pima County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. The County has entered into such an agreement with National Cooperative Purchasing Alliance(NCPA)/ OMNIA .
- 1.4. Contract.
 - 1.4.1. NCPA/OMNIA entered into a contract (07-85) for specified goods and services with Contractor, which is currently in effect (the "NCPA/OMNIA Contract"). The Contract is incorporated into this Contract by this reference.
 - 1.4.2. NCPA Administrative Agreement section of the NCPA/OMNIA Contract provides that another governmental entity with which NCPA/OMNIA has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the NCPA/ OMNIA Contract.

2. Term.

- 2.1. Initial Term. This Contract commences on April 16, 2024 and will terminate on April 15, 2025 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. Pima County may renew this Contract for up to four (4) additional periods of up to one-year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal amendment pursuant to Section 31.

3. Scope of Services. Contractor will provide Pima County with the services describe in **Exhibit A** (58 pages), at the dates and times described on Exhibit A or, if Exhibit A contains no dates

or time frames, then upon demand. Contractor must comply with all requirements and specifications in the NCPA/OMNIA Contract, except where altered by this Contract.

3.1. Order of Precedence. All services provided under this Contract are subject to the terms of the following documents. In the event of conflicting terms between the incorporated documents, the following order of precedence, superior to subordinate, dictates the order in which these conflicts will be resolved.

3.1.1. Amendments to this Contract.

3.1.2. This Cooperative Procurement Agreement No. MA-PO-24-160.

3.1.3. To the extent applicable, the NCPA/OMNIA Contract.

3.1.4. To the extent applicable, the Contractor's Terms and Conditions.

4. **Key Personnel**. Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract. Prior to changing any key personnel, especially those key personnel Pima County relied upon in making this Contract, Contractor will obtain the approval of Pima County. The key personnel include the following staff:

Name: <u>Kristopher L Snow</u>	Title: <u>Contracts Facilitator</u>
Name: <u>Steve Scicchitano</u>	Title: <u>Business Development Representative</u>
Name: <u>Connor Manthey</u>	Title: <u>Inside Sales Specialist</u>

5. **Compensation and Payment**.

5.1. Rates Adjustment. Pima County will pay Contractor at the rates set forth in **Exhibit A** (58 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time Pima County informs Contractor that the Pima County intends to extend the Term, if that is earlier, notifies Pima County in writing of any adjustments to those rates, and the reasons for the adjustments.

5.2. Not-To-Exceed ("NTE") Amount. Pima County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$300,000.00 per year/total. The NTE Amount can only be changed by a formal amendment executed by the Parties pursuant to Section 31. Contractor is not required to provide any services, payment for which will cause the Pima County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes. The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice Pima County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices. Contractor will invoice Pima County on a monthly basis unless a different billing period is set forth in **Exhibit A**. Pima County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to Pima County. Pima County may refuse to pay for any product or service for which Contractor does not timely invoice the Pima County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

5.7. Invoice Adjustments. Pima County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If Pima County raises a question about the propriety of a past payment, Contractor will cooperate with Pima County in reviewing the payment. Pima County may set-off any overpayment against amounts due to Contractor under this or any other contract between Pima County and Contractor. Contractor will promptly pay to Pima County any overpayment that Pima County cannot recover by set-off.

6. **Insurance.** The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by Pima County. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance. Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Pima County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.1.4. Professional Liability (E&O) Insurance. This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and

\$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this Contract.

In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

- 6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
 - 6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 6.2.2. Additional Insured Endorsement. The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
 - 6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. Primary Insurance Endorsement. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate the Pima County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
 - 6.2.5. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
 - 6.2.6. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by Pima County, appropriate insurance certificates for each subcontractor. Contractor must obtain Pima County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

- 6.3. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that Pima County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to the Pima County Contracting Representative, and must include the Pima County project or contract number and project description.
- 6.4. Verification of Coverage. Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.
 - 6.4.1. The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate.
 - 6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.
 - 6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the Pima County and its Agents.
- 6.5. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to Pima County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.6. All certificates required by this Contract shall be sent directly to the appropriate Pima County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 6.7. Approval and Modifications. Pima County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Contract amendment. Neither the Pima County's failure to obtain a required insurance certificate or endorsement, the Pima County's failure to object to a non-complying insurance certificate or endorsement, nor the Pima County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act

or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under Pima County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold Pima County harmless from any and all liability that Pima County may incur because of Contractor's failure to pay such taxes.

10. Subcontractors. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of Pima County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. Assignment. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the Pima County prior written approval. Pima County may withhold approval at its sole discretion.

12. Non-Discrimination. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13. Americans with Disabilities Act. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. Authority to Contract. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that Pima County does not have authority to enter into this Contract, Pima County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by Pima County.

17.1. Without Cause. Pima County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, Pima County only obligation to Contractor will be payment for services rendered prior to the date of termination.

17.2. With Cause. Pima County may terminate this Contract at any time without advance notice and without further obligation to Pima County when Pima County finds Contractor to be in default of any provision of this Contract.

17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, Pima County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining Pima County or other public entity obligations under this Contract. In the event of such termination, Pima County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. Notice. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

Pima County:
Terri Spencer, Procurement Director
Pima County Procurement
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.3722
terri.spencer@pima.gov

Contractor:
Steve Scicchitano
Demco, Inc.
4810 Forest Run Rd
Madison, WI 83707
608-906-7244
steves@demco.com

- 19. Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of Pima County. Pima County reserves the right to obtain like services from other sources for any reason.
- 20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 21. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 22. Use of Pima County Data.** Unless it receives Pima County's prior written consent, Contractor: (a) shall not access, process, or otherwise use Pima County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to Pima County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose Pima County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give Pima County prompt notice of any such legal or governmental demand and reasonably cooperate with Pima County in any effort to seek a protective order or otherwise to contest such required disclosure, at Pima County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all Pima County Data to Pima County or will destroy Pima County Data and confirm destruction to Pima County in writing. As between the parties, Pima County retains ownership of Pima County Data. "Pima County Data" means data in electronic or paper form provided to Contractor by Pima County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).
- 23. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of Pima County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
- 24. Public Records.**
- 24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents related to this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to Pima County. In the event a public-records request is submitted to Pima County for records marked CONFIDENTIAL, Pima County will notify Contractor of the request as soon as reasonably possible. Pima County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. Pima County will not, under

any circumstances, be responsible for securing such an order, nor will Pima County be in any way financially responsible for any costs associated with securing such an order.

25. Legal Arizona Workers Act Compliance.

- 25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 25.2. Books & Records. Pima County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 25.4. Subcontractors. Contractor will advise each subcontractor of Pima County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that Pima County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. Grant Compliance. N/A.

27. **Written Orders**. Pima County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. Pima County accepts no responsibility for control of or payment for materials or services not documented by a Pima County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by Pima County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

- 28. Counterparts.** The parties may execute the Contract that Pima County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- 29. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 30. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the Pima County within five business days and provide a written certification to Pima County regarding compliance within one hundred eighty days.
- 31. Amendment.** The Pima County may extend or revise this Contract by notifying Contractor in writing of the change, which notice will be in the form of a revised "Master Agreement." If Contractor does not object in writing to the proposed changes within ten (10) calendar days after receipt of the notice, Contractor will be deemed to have accepted the changes, and the revision will be binding on the parties, effective as of the date the notice was issued. If Contractor objects to one or more of the changes, then the proposed changes will be deemed to be ineffective.
- 32. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

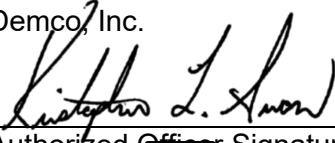
IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

Chair, Board of Directors

Date

Demco, Inc.



Authorized ~~Officer~~ Agent Signature

Kristopher L Snow, Contracts Facilitator

Printed Name and Title

3-27-24

Date

ATTEST

Clerk of the Board

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

Exhibit A

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-85, 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

Exhibit A

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

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- ◆ **Term of Agreement**
 - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.
- ◆ **Fees and Reporting**
 - The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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


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

*** Please see attached for alternate admin fee tiers proposal

Exhibit A

- 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:


Demco, Inc
Name: Terry Janes
Title: VP of Finance
Address: 4810 Forest Run Rd., PO Box 7488
Madison, WI 53707-7488
Signature: 
Date: July 12th, 2022

Exhibit A

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

Exhibit A

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

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ Minority and Women

Business Enterprise (MWBE) and (HUB) Participation

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

▪ Minority / Women Business Enterprise

• Respondent Certifies that this firm is a M/WBE

▪ Historically Underutilized Business

• Respondent Certifies that this firm is a HUB

◆ Residency

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

◆ 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: Kristopher L Snow

Title: Contracts Facilitator

Company: Demco, Inc

Address: 4810 Forest Run Rd.

City: Madison

State: WI

Zip: 53704

Phone: 866.558.9068

Email: contracts@demco.com

Exhibit A

- Purchase Orders

Contact Person: Order Entry
Title: Order Entry Representative
Company: Demco, Inc
Address: PO Box 7488
City: Madison State: WI Zip: 53707
Phone: 800.356.1200 Email: order@demco.com

- Sales and Marketing

Contact Person: Kristopher L Snow
Title: Contracts Facilitator
Company: Demco, Inc
Address: 4810 Forest Run Rd.
City: Madison State: WI Zip: 53704
Phone: 866.558.9068 Email: contracts@demco.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

Exhibit A

Tab 4 – Vendor Profile

Please provide the following information about your company:

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

Exhibit A

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

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

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

Exhibit A Tab 4 - Response

Company's Official Registered Name

Demco, Inc

Company History

Since 1905, Demco has served the library and education markets. The key to our longevity is our focus on anticipating the changing needs of schools and libraries and creating and supplying innovative solutions to meet those needs.

1905	The Democrat Printing Company in Madison, Wisconsin, creates a Library Department to serve libraries and promote their mission.
1907	Harry Netherwood and Frank Matthews, coworkers in the Library Department, invent the Book Pocket to hold Date Due Slips. Result: While materials and printing have changed, this enduring design has lasted for over a century.
1925	The company is renamed Demco Library Supplies. Norman Bassett, who will eventually purchase the company in 1931, joins the library department and sets a precedent for working with librarians to understand their needs. Results: The development of how-to books and guides, mending materials, cleaners, and standardized catalog cards.
1944	Demco Library Supplies commissions and publishes the Pictorial Library Primer by Winifred Lemon Davis. Result: A how-to manual to aid untrained librarians.
1951– 1955	Demco Library Supplies develops and introduces Paperfold™ and Durafold™ Book Jacket Covers; Norbond™ Glue; and Fastape to meet librarians' book protection and repair needs. Result: These solutions continue to be staples for extending the life of library collections today.
1965	The Value Center, a production and warehouse facility, arises on 20 acres in DeForest, Wisconsin. With four more additions, this facility now totals 164,000 square feet.
1968	John Wall becomes president of the newly renamed Demco Educational Corp.
1978	John Wall shortens the company name to Demco and becomes its new owner, making it a subsidiary of Wall Family Enterprises.
1988	Demco relocates to a new 42,000 square foot building in Madison.
1997	Demco launches demco.com . Results: A easy-to-use website that now serves thousands every day and features our complete line of products.
2003	Demco acquires Gaylord and adds interior design services. Results: Demco continues to offer popular Gaylord products today. K–12 schools, public and higher education libraries, and architects can now take advantage of a range of interior services found at demcointeriors.com .
2010	Demco acquires Highsmith. Results: Upstart promotions add a collection of exclusive reading incentives to our offering, including bookmarks, decor, and more to help nurture a lifelong love of learning.

Exhibit A

2012	Demco launches the Ideas & Inspiration site at ideas.demco.com . Results: Librarians and educators can now access free professional development resources, including webinars, how-to guides, idea galleries, activity calendars, and much more.
2019	Demco launches MakerHub at makerhub.demco.com . Results: Makerspace directors, librarians, and educators now have free access to hundreds of low- and high-tech STEM projects.
2021	Demco introduces the Show & Stow Storage System, FLExplore Furniture Collection, Tidal Stack Chairs, and new ColorScape® Furniture options. Results: Demco offers over 50,000 products while continually listening to educators and librarians and developing new solutions to meet their evolving needs.

COMPANY'S DUN & BRADSTREET (D&B) NUMBER

00-6552483

COMPANY'S ORGANIZATIONAL CHART

See attachment titled "Organizational Chart".

CORPORATE OFFICE LOCATION

See attachment titled "Corporate Office Location" & "Key Contacts".

DEFINE YOUR STANDARD TERMS OF PAYMENT

Demco, Inc. has a standard payment term of net 30 days from the date of the invoice. Demco plans to use its standard invoice process for orders placed through our Annual Catalog/Website under the NCPA contract. We have the ability to invoice when the shipment leaves our warehouse. If invoicing by order, we invoice when the last shipment leaves our warehouse. Drop shipped orders are invoiced when we are invoiced by the manufacturer, usually on the ship date.

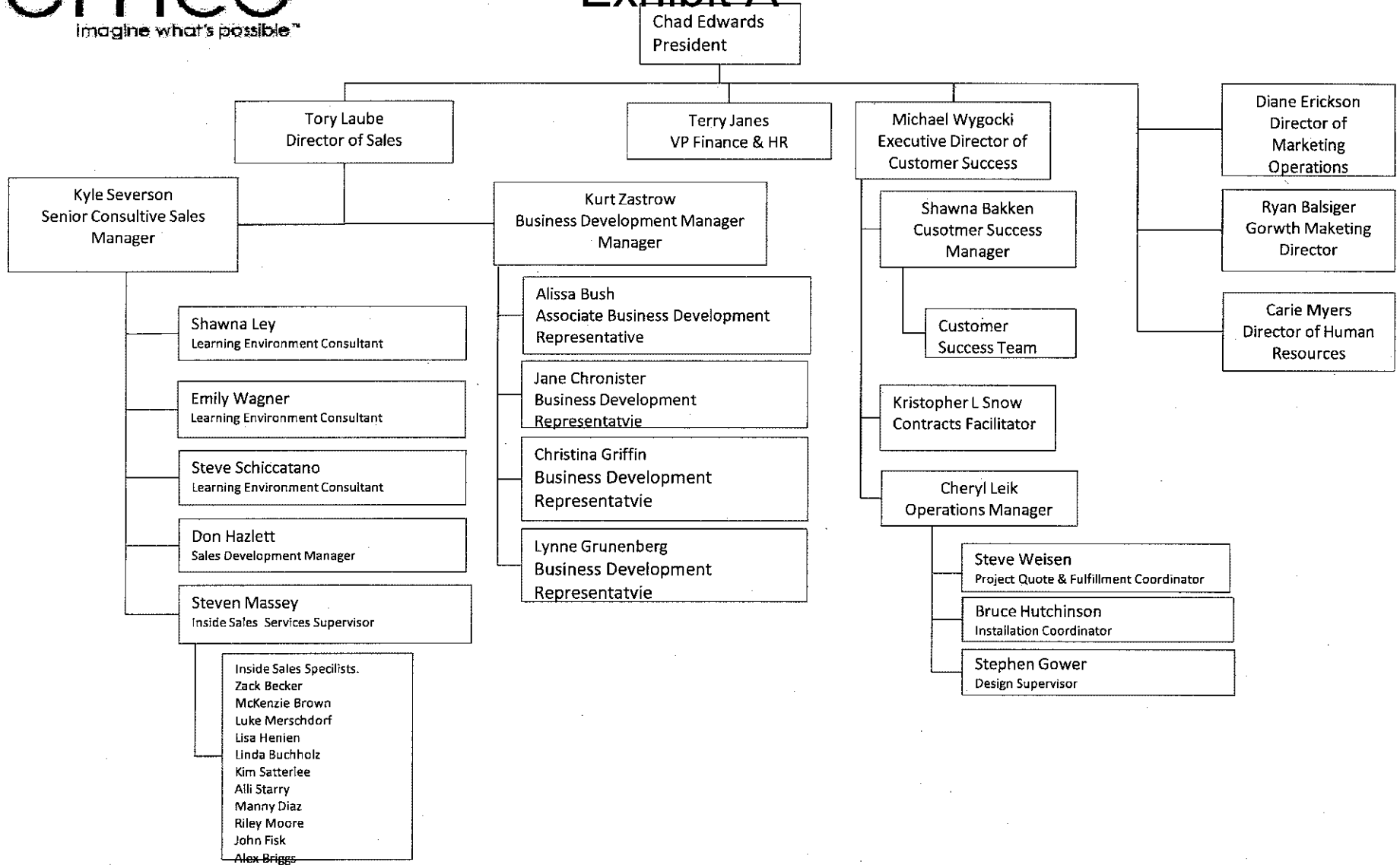
For project-based orders, invoices are processed upon the completion of the project with a walk-through verifying that everything has met the customer's satisfaction. For Large projects and orders, a 25%-50% prepayment maybe required at the time the order is placed.

If there are any issues with an invoice, please contact us and we can investigate and resolve any issues or discrepancies. No interest or penalty is assessed for delayed payment due to concerns about the invoice.

WHO IS YOUR COMPETITION IN THE MARKETPLACE

The competitive environment for Demco varies based on the business channel and region of the country. For the project bases market, our competitors can range from local to national dealers. Nationally we compete with companies such as Contrax Furnishings or School Specialty and

Exhibit A



Demco Exhibit A

STREET ADDRESS

4810 Forest Run Road
Madison, WI 53704
WEB ADDRESS: demco.com

MAILING ADDRESS

PO Box 7488
Madison, WI 53707-7488

REMITTANCE ADDRESS

PO Box 88623
Milwaukee, WI 53288-8623

DEMCO SOFTWARE

PO Box 8774
Madison, WI 53708-8774
Website: demcosoftware.com

PHONE NUMBERS

Ordering
Customer Success
Accounting
Demco Interiors
Inside Sales
Contracts
Demco Software

Toll-Free

800-356-1200
800-962-4463
800-752-7614
800-747-7561
800-462-8709
866-558-9068
866-434-5098

Fax

800-245-1329
877-800-5917
800-417-7614
800-730-8094
888-329-4728
888-320-0288

Email Address

order@demco.com
custserv@demco.com
billing@demco.com
inquiries@demco.com
quote@demco.com
contracts@demco.com
softwaresales@demco.com

CORPORATE OFFICERS

Chad Edwards	President
Marc Helmer	Vice President, Operations
Terry Janes	Vice President, Finance

OWNER

Wall Family Enterprise, Inc.	4810 Forest Run Road	Madison, WI 53704	608-241-1201
Bill Hess	COO		
Cage Code:	78F25		

BUSINESS CATEGORY

Demco Inc. offers a full range of furniture, equipment, and supplies used in schools and libraries. An annual full-line catalog is published annually and is available in January.

Demco Inc. has been in business under the current ownership since October 1978; we have been serving schools and libraries since 1905.

STATE OF INCORPORATION	Wisconsin	FEDERAL ID#	39-1311089
NUMBER OF EMPLOYEES	200	DUNS	00-6552483

Demco Inc. is not a small business under the U.S. Small Business Administration definition.

TRADE REFERENCES

Allied Plastics Company, Inc.	1-888-342-3718
Gressco, LTD.	1-608-849-6300
Russwood Library Furniture	1-919-779-2273
Smith System	1-972-398-4050

INSIDE SALES DEPARTMENT CONTACT INFORMATION

Zack Becker (IN, KY, MD, ME, MI, NH, PA, VT, WV)	1-800-462-8709, ext. 7221
Linda Buchholz (TX - K12)	1-800-462-8709, ext. 7247
Manuel Diaz (CT, DC, DE, MA, NJ, RI)	1-800-462-8709, ext. 7237
McKenzie Encarnacion (NY, OH)	1-800-462-8709, ext. 7259
John Fisk (HI, KS, MO, ND, NE, OK, SD, TX)	1-800-462-8709, ext. 7143
Lisa Heinen (CA)	1-800-462-8709, ext. 7186
Luke Merschorf (AL, AR, FL, GA, LA, MS)	1-800-462-8709, ext. 7216
Riley Moore (NC, SC, TN, VA)	1-800-462-8709, ext. 7261
Kim Satterlee (AK, AZ, CO, ID, MT, NM, NV, OR, UT, WA, WY)	1-800-462-8709, ext. 7407
Alli Starry (IA, IL, MN, WI)	1-800-462-8709, ext. 2396

CONTRACT DEPARTMENT CONTACT INFORMATION

Kristopher Snow	1-866-558-9068 ext. 7228
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PAYMENT TERMS: Net 30 days

Warehouse Space: 150,000 Sq Ft

Office Sp: 42,500 Sq Ft

NAICS CODES: 423490; 339999; 454113; 337127; 337211; 337214

NIGP CODES: 420, 525, 125, 425, 615, 785, 832, 880

SIC/UNSPSC CODES: 2531, 2599, 2522

CAGE CODE: 09130

Exhibit A

regionally with contract furniture dealers servicing the library and school market such as Arizona Furnishings or Library Interiors, Inc. Our primary catalog/website competitors include Brodart, School Specialty & Library Store.

WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS?

There are several areas that we feel differentiate us from our competitors and allow us to offer our customers turnkey solutions. These include the following:

- **Broad selection** - We offer the most extensive selection of school and library products, resources, and services to meet your members' current and future needs. Our proprietary solutions, supplier network, and product offering are ever-growing. We make and add thousands of new products each year. Plus, our size, industry position, and dedication give us the resources to take on initiatives like new product development based on customer input. So your members have access to custom solutions they can't find anywhere else.
- **Collaborative design process** – our strength is in being able to precisely execute the customer vision, so we work tirelessly with all stakeholders to ensure that the project does just that. Our regional representatives, and knowledgeable internal staff are available every step of the way.
- **World class project services** – the project isn't complete until every step is completed to the customer's satisfaction. Our professional staff works tirelessly to keep projects on track even with last minute changes and adjustments.

Exhibit A

DESCRIBE HOW YOUR COMPANY WILL MARKET THIS CONTRACT IF AWARDED

To ensure NCPA members are aware of their contract discounts, Demco will support your communication efforts in the following ways. To ensure members get all communications, they will need to sign-up at demco.com/demco-email-subscribe.

Automatic discounting at demco.com

When members create their demco.com account, contract discounts automatically apply to the items they add to their shopping cart. See the enclosed Website Features document and the highlights below for more details.

- Members will enjoy enhanced imagery that displays products at a glance in their cart
- Members can edit their product selections from their cart, reducing the time it takes to make changes
- The website displays sale and contract pricing in a "was/now" format to highlight great deals for members
- Members' carts display the status of each
- The "YOU SAVED!" feature highlights the breakdown of savings by contract, sale, or promotional discount
- The "ESTIMATE YOUR SHIPPING" button gives members their expected shipping costs

Customized ads

Want to promote your contract with your website or print marketing? Our design team will work with you to create a customized print or online banner ad to help your members learn more about their contract savings.

Email savings and more

Members can opt to receive emails and be the first to hear about innovative new products, exciting promotions, free activity calendars, helpful tips, and much more.

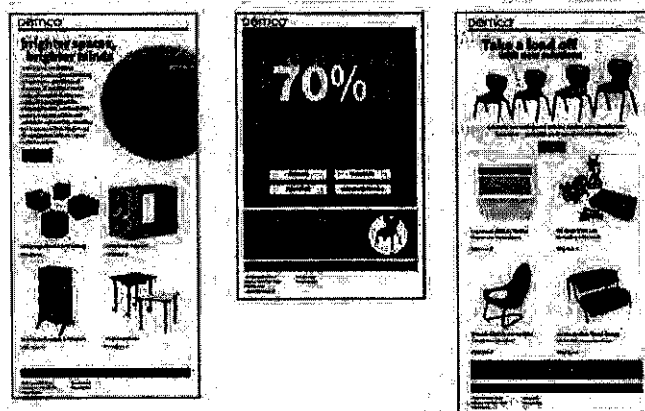
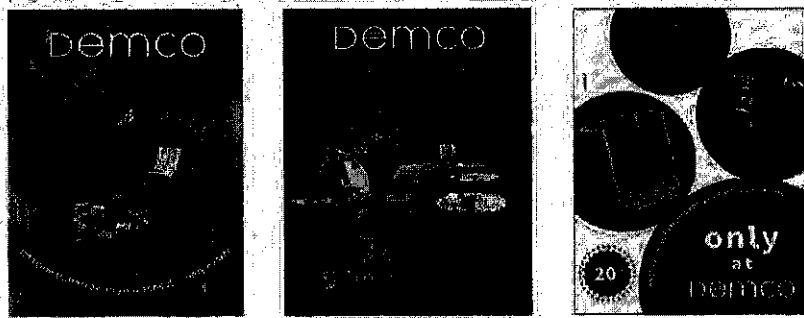


Exhibit A

Catalog messaging

Members receive a reminder message about their contract savings in the mail panel of each catalog and mailer we send.



Website

Our websites accommodate the placement of the awarded contract with NCPA on our contract page located at <https://www.demco.com/services/contracts-and-cooperative-purchasing>.

Sales Call Flyers

We would have all the pertinent information regarding the NCPA guidelines under the award and our awarded product lines available for each Sales Representative for sales calls. Leave behind collateral would be developed as part of this package.

Our internal staff will also have complete information and will be educated on the details of the NCPA contract through training sessions and periodic updates so that they can support customers and our field representatives appropriately.

DESCRIBE HOW YOU INTEND TO INTRODUCE NCPA TO YOUR COMPANY

NCPA really needs no introduction to the sales team with Demco. NCPA is a contract that we have developed a PDF sell sheet consisting of all the pertinent information on the contract guidelines under the award as well as the product lines for each Sales Representative. At the first sales meeting after an award, we would update our Sales group with the information on a new award. Our internal staff will also have complete information and will be educated on the details of the NCPA contract through training sessions and periodic updates so that they can support customers and our field representatives appropriately.

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DESCRIBE YOUR FIRM'S CAPABILITIES AND FUNCTIONALITY OF YOUR ON-LINE CATALOG/ORDERING WEBSITE.

When members create their demco.com account, contract discounts automatically apply to the items they add to their shopping cart. See the enclosed Website Features document and the highlights below for more details.

- Members will enjoy enhanced imagery that displays products at a glance in their cart
- Members can edit their product selections from their cart, reducing the time it takes to make changes
- The website displays sale and contract pricing in a "was/now" format to highlight great deals for members
- Members' carts display the status of each
- The "YOU SAVED!" feature highlights the breakdown of savings by contract, sale, or promotional discount
- The "ESTIMATE YOUR SHIPPING" button gives members their expected shipping costs

For our project-based business, customers can go to <https://www.demco.com/services/project-services> to view our proprietary furniture product lines along with Corporate Information, Services & a Portfolio with examples of the work we have done. With the detailed requirements of these orders and the personal touch required for these customers, we are able to provide this information through personalized contact with each customer through phone and email depending on the customer preferences. At this time, a location in which a customer can order or view the status of an order in real time is not available.

DESCRIBE YOUR COMPANY'S CUSTOMER SERVICE DEPARTMENT (HOURS OF OPERATION, NUMBER OF SERVICE CENTERS, ETC.)

Customers who have a project needing services such as design or installation or product not available through the Demco Annual Catalog/Website are encouraged to contact us at 877-448-7780. One of our helpful representatives would work with you to understand your needs and then involve the most appropriate staff for your needs. Field Representatives are generally available between 8:00 am – 5:00 pm Monday through Friday in their respective time zones. Inside Sales/Project Specialist and Project Support Staff are available from 7:30 am – 5:00 pm CT Monday through Friday. We are closed major holidays.

For assistance with items from our Annual Catalog or Website, NCPA Members are always welcome to contact our Customer Service Department at 800-962-4463. We have Customer Service Representatives ready to help from 8:00 am- 4:30 pm CT Monday through Friday. If a member is interested in placing an order, they may reach out Order line at 800-356-1200 from 8:00 am – 4:30 pm CT Monday through Friday. Again, we are closed major holidays.

Exhibit A

GREEN INITIATIVES

Environmental stewardship

Doing the right thing is ingrained in Demco's DNA. We recognize that business success goes hand-in-hand with ethical practices, eco-consciousness, and community citizenship. We believe that our business is dependent on meeting the needs of customers without endangering employees or compromising the natural environment. As a result; we aim to minimize our impact on communities, natural habitats, and resources.

Recycling

Demco has an aggressive recycling plan covering all corrugated products, paper, plastic, and metals within our office and manufacturing and distribution facilities. We donate computer components to organizations that rebuild and distribute them to individuals and agencies. Monitors are stripped down and properly disposed of following local regulations.

Energy efficiency

- Lighting in our manufacturing and distribution facility comes from energy-efficient T5 fluorescent bulbs. These bulbs provide better light, enhancing employee safety and productivity.
- Our office lighting comes from energy-saving T8 bulbs to reduce energy consumption. All conference rooms, restrooms, storage, and dock areas are outfitted with motion or audio sensors so that bulbs only illuminate these areas when people are present.
- Programmable thermostats allow better control of heating and cooling energy use. For example, in the winter, we lower our buildings' operating temperature after business hours and on weekends when no one occupies the premises. We do the reverse in summer. We maintain computer servers in a temperature-controlled environment regardless of the season.
- All windows in our manufacturing and distribution facilities are double-paned and energy-efficient.

Printing

- Our conventional, offset, and flexo printing processes use environmentally friendly plant-based inks and plating processes.
- We have taken on an aggressive paper reduction initiative, including eliminating hard copy forms and depending more on the electronic distribution of common reports and other business data. These efforts have resulted in significant reductions in paper consumption.

Exhibit A

ANTI-DISCRIMINATION POLICY

We are committed to providing equal employment opportunity for all persons regardless of race, color, sex, religion, sexual orientation, age, marital status, national origin, citizenship status, disability, or veteran status. Equal Opportunity/Affirmative Action extends to all aspects of the employment relationship, including hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment. Please see the attached Federal Approval for our Affirmative Action plan

VENDOR CERTIFICATIONS (if applicable) - None

Exhibit A

Tab 5 – Products and Services

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

Exhibit A



Allied	Classroom, Tables, Workstations, Science Lab, Ancillary Furniture, Seating/Chairs
AMTAB	Classroom Furniture & Library Furniture, Conference Room, training
BIOFIT	Classroom Furniture & Library Furniture, Cafeteris,
Copernicus	Classroom Furniture & Library Furniture, Outdoor Furniture
DEMCO Proprietary Lines	Classroom Furniture & Library, Filing Storage, Workstations, Lounge/ Reception, Seating, Tables, Conference Room, Science Lab, Lighting, Related Products & Support Services
Demco Full Line Catalog	Classroom Furniture & Library, Filing Storage, Workstations, Lounge/ Reception, Seating, Tables, Conference Room, Science Lab, Lighting, Related Products & Support Services
ECR4Kids	Classroom, Lounge/reception, Library Furniture
High Point Furniture	Lounge/Reception, Library, Classroom, Office, Tables,
Jonti-Craft	Classroom Furniture & Library Furniture
Joy Carpets	Classroom Furniture
Muzo	Tables/Meeting Conference Room
LESRO	Reception/Lounge
Mooreco	Classroom Furniture & Library, Filing Storage, Workstations, Lounge/ Reception, Seating, Tables, Conference Room, Science Lab, Outdoor, Related Products & Support Services
Paragon	Classroom Furniture & Library Furniture, Workstations
Russwood	Classroom Furniture & Library Furniture, Work stations
Safco	Filing Storage, Library, Classroom Furniture, Lighting, Hospitality, Gaming, Conference Room,
Smith Systems	Classroom Furniture & Library Furniture, Science Lab, Studio,
Spectrum	Audio/Visual Furniture, Filing Storage, Seating/Chairs, Tables, Computer Furniture
USA Capitol Seating	Seating/Chairs
Whitney Brothers	Classroom & Library Furniture
Wisconsin Bench	Seating, Chairs, Workstations, Library, Classroom, Medical, Science Labs
Wisco Industries	Ancillary Furniture
Wood Designs	Classroom Furniture & Library Furniture

3D modeling and floor plans are available.

Exhibit A



WARRANTY SUMMARY

Allied	30 Year limited warranty on defects of materials, 5 years on moving parts, 2 years on dry erase surfaces																				
AMTAB	15 Years warranty on Defects and Workmanship																				
BIOFIT	13 Years																				
COPERNICUS	Lifetime warranty except Whiteboards and iRover2 which carry a 5 Year warranty. Dispensers, UV Tech Tub bulbs and electrical components carry a one-year warranty. Portable sinks and clear panels carry a two-year warranty. Our product warranty is valid when used under proper application in a classroom, daycare or library																				
Demco Proprietary Lines	5 Year Limited Warranty																				
DEMCO Catalog/Website - Furniture	1 Year Limited Warranty, 5 Year Limited Warranty on Thermoplastic coated elements.																				
DEMCO Catalog/Website - all other products	Manufacturer Warranty																				
ECR4KIDS	1 Year Limited Warranty																				
High Point Furniture	Limited Lifetime Warranty																				
JONTI-CRAFT	<p>LIFETIME WARRANTY</p> <p>Jonti-Craft® Birch Furniture Rainbow Accents® Furniture MapleWave® Furniture TrueModern® Furniture KYDZ Suite® Furniture</p> <p>5 YEAR WARRANTY</p> <p>Berries® Tables and Chairs Jonti-Craft® KYDZ Ladderback Chairs</p> <p>1 YEAR WARRANTY</p> <p>Young Time® Furniture RTA Furniture Jonti-Craft® Glider Rocker Jonti-Craft® Clean Hands Helper Portable Sinks Jonti-Craft® Table Divider and Desktop Shields</p>																				
Joy Carpets	<p>20 Year 10% Fiber Loss Abrasive Wear Warranty - Abrasive wear of surface pile guaranteed not to exceed 10%</p> <p>20 Year Texture Retention Warranty - Guaranteed to maintain appearance under heavy foot traffic</p> <p>10 Year Soil and Stains Warranty - Provides total fiber protection against soil and stains</p> <p>Lifetime Antistatic Warranty - Built-in static control fiber</p> <p>10 Year Tuft Bind Warranty</p>																				
MUZO	<p>Muzo warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of ten (10) years from date of delivery, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico, and the United States.</p> <p>Limited Warranty:</p> <p>5 Years- Moving seating components including controls and adjustment mechanisms, height adjustment mechanisms and pneumatic cylinders, monitor supports and tablet arm assemblies, wood veneer and low-pressure laminate (LPL) surfaces, urethane, and wood edge treatments, upholstery, and tailoring.</p> <p>3 Years Electrical components and power supplies, marker board surfaces, glass surfaces, replacement parts.</p> <p>Fabric Muzo offers no warranty, either implied or expressed, on any fabrics or leathers used on our</p>																				
LESRO	All Lesro frames and assemblies are warranted to be free from defects in materials and workmanship under normal use and conditions for the life of the product. Unless otherwise stated by the fabric manufacturer, all Lesro fabric, vinyl, PVC free polyurethane and Crypton coverings are warranted for a minimum of 2 years from the date of shipment.																				
MOORECO	<table border="1"> <thead> <tr> <th>Products</th> <th>Warranty</th> </tr> </thead> <tbody> <tr> <td>Chair/Desk/Table Frames and Compass Storage</td> <td>Lifetime</td> </tr> <tr> <td>Book Boxes/Book Baskets/Backpack Hooks</td> <td>Lifetime</td> </tr> <tr> <td>Porcelain Surface</td> <td>Lifetime</td> </tr> <tr> <td>Seating controls, pneumatic cylinders, bushings, folding mechanisms, rocker/wobble bases</td> <td>1 Year</td> </tr> <tr> <td>Glides</td> <td>6 Years</td> </tr> <tr> <td>Casters</td> <td>13 Years</td> </tr> <tr> <td>Chair Shells/Other Injection Molded Products and Table Tops</td> <td>13 Years</td> </tr> <tr> <td>Clear Plastic/Acrylic</td> <td>1 Year (Does not cover scratching by user - wear and tear)</td> </tr> <tr> <td>PVC and melamine laminate desks, tables, workstations, carts, and other furniture</td> <td>1 Year</td> </tr> </tbody> </table>	Products	Warranty	Chair/Desk/Table Frames and Compass Storage	Lifetime	Book Boxes/Book Baskets/Backpack Hooks	Lifetime	Porcelain Surface	Lifetime	Seating controls, pneumatic cylinders, bushings, folding mechanisms, rocker/wobble bases	1 Year	Glides	6 Years	Casters	13 Years	Chair Shells/Other Injection Molded Products and Table Tops	13 Years	Clear Plastic/Acrylic	1 Year (Does not cover scratching by user - wear and tear)	PVC and melamine laminate desks, tables, workstations, carts, and other furniture	1 Year
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Paragon	5 Year Limited Warranty, Seating 2 Year Warranty																				
Russwood	5 Year Limited Warranty																				

Exhibit A



WARRANTY SUMMARY

<p>SAFCO</p>	<p>LIMITED LIFETIME WARRANTY</p> <p>Safco® warranty obligation: We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This warranty is subject to the provisions below.</p> <p>LIABILITY LIMITATIONS</p> <p>The following listed parts, components and supplies are covered under warranty in accordance with the below schedule following the product purchase date.</p> <p>One Year: Mogo Seat</p> <p>Three Years: Outdoor Products (Entourage™, Evos™, Canmeleon™ and CoGo™ Product Lines), High Density 4-Post wire shelving and wire components, electrical components and Dry Erase Surfaces.</p> <p>Five Years: Glides, casters, polymer-based components, seating upholstery (fabrics and leather), foam, armrests, chrome seating components, user-adjustable work surface mechanisms, laminates, veneer finishes and other covering materials, drawer glides, electrical components, e5™ product line, Event Series, cabinets or mobile systems, components that are either moving parts or controls (guides that are in contact with moving parts), and motors on the ML-Series, E-Series, and LT-Series Height-Adjustable Tables.</p> <p>Seven Years: Motor on XR-Series Height-Adjustable Tables.</p> <p>Ten Years: Seating controls and cylinders, Rumba™, Cha-Cha™, Electric Height-Adjustable Table series laminates, and wood seating components. All parts (excluding motor) on the XR, ML, E and LT-Series Height-Adjustable Tables.</p> <p>Smith System® promises to repair or replace any Smith System® brand product or component that is substantially defective (loss of serviceability) in material or workmanship for twelve years and lifetime for metal frames on chairs and tables for the original purchaser, or at our election give credit up to the invoice price of the product only. This is your sole and exclusive remedy for products found by Smith System® to be defective.</p>																																
<p>Spectrum</p>	<table border="1"> <thead> <tr> <th colspan="2">Spectrum Warranties</th> </tr> </thead> <tbody> <tr> <td>Desk, table, cart and lectern chassis</td> <td>10 Years</td> </tr> <tr> <td>Electrical</td> <td>2 Years</td> </tr> <tr> <td>Flat panel monitor arms - including gas spring cylinders and general parts</td> <td>2 Years</td> </tr> <tr> <td>Adjustable crank/electric legs and accessories</td> <td>2 Years</td> </tr> <tr> <td>Flat panel desk gas spring cylinders</td> <td>2 Years</td> </tr> <tr> <td>Height adjustable columns, lifts and accessories</td> <td>2 Years</td> </tr> <tr> <td>Casters & wheels</td> <td>2 Years</td> </tr> <tr> <td>Keyboard, mouse, trays</td> <td>2 Years</td> </tr> <tr> <td>Locks and keys</td> <td>2 Years</td> </tr> <tr> <td>Tubs, totes and other accessories</td> <td>1 Year</td> </tr> <tr> <th colspan="2">Chairs</th> </tr> <tr> <td>Structural components, including gas cylinders, wood, metal and plastic parts (i.e., chair frames, bases and control handles)</td> <td>7 Years</td> </tr> <tr> <td>Consumable items (i.e., casters, glides, etc.)</td> <td>5 Years</td> </tr> <tr> <td>In-stock upholstery</td> <td>5 Years</td> </tr> <tr> <td>Arozzi Verona V2 Advanced Gaming and Verona Pro V2 Premium Gaming Chairs</td> <td>2 Years</td> </tr> </tbody> </table>	Spectrum Warranties		Desk, table, cart and lectern chassis	10 Years	Electrical	2 Years	Flat panel monitor arms - including gas spring cylinders and general parts	2 Years	Adjustable crank/electric legs and accessories	2 Years	Flat panel desk gas spring cylinders	2 Years	Height adjustable columns, lifts and accessories	2 Years	Casters & wheels	2 Years	Keyboard, mouse, trays	2 Years	Locks and keys	2 Years	Tubs, totes and other accessories	1 Year	Chairs		Structural components, including gas cylinders, wood, metal and plastic parts (i.e., chair frames, bases and control handles)	7 Years	Consumable items (i.e., casters, glides, etc.)	5 Years	In-stock upholstery	5 Years	Arozzi Verona V2 Advanced Gaming and Verona Pro V2 Premium Gaming Chairs	2 Years
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<p>USA Capitol</p>	<p>USA Capitol warrants that its products shall be free of all substantial defects in original material and workmanship that may become evident within ten years from the date of purchase. USA Capitol warrants the structural integrity of our metal frames for the lifetime of the frame.</p>																																
<p>Whitney Brothers</p>	<p>Limited Lifetime Warranty</p>																																
<p>Wisconsin Bench</p>	<p>Limited Lifetime Warranty — WB Manufacturing warrants that its laminate furniture, Book Nook Products, CaseworkUSA® Storage, REplay® Laminate Lockers & Cubbies, REplay® Storage Cabinets, Rhapsody® Music Storage, Storage Solutions, Synergy Products, World Famous Lockers, and its steel frame products, specifically our desks, tables, chairs, and stools shall be free of substantial defects in original material and workmanship from the date of delivery. This warranty is subject to the limitations and exclusions indicated below. Additionally, WB Manufacturing warrants that all laminate furniture products are to be compliant with Custom Grade or better, as defined in AWI Standards, Eighth Edition, Revision 2, unless contract documents indicate otherwise.</p> <p>12 Year Warranty — WB Manufacturing warrants that its laminate tops, butcher block tops, phenolic tops, epoxy tops, stainless steel tops, high wear, and moveable parts (ie: casters, glides, etc.) shall be free of substantial defects in original material and workmanship for twelve (12) years from the date of delivery.</p> <p>5 Year Warranty — WB Manufacturing warrants that all pneumatic bases and bases with flip mechanisms are free of substantial defects in original materials and workmanship for five (5) years from the date of delivery. Formcore products are also warranted to be free of defects in material and workmanship under normal use of the product for five (5) years. Product must be properly cared for, maintained and in use by its original owner. Damage in transit or by negligence, abuse, abnormal usage, misuse, accidents, or alterations nullifies the warranty.</p> <p>1 Year Warranty — WB Manufacturing warrants that all electrical components, dry erase markerboard surfaces and HangOut Stools are free of substantial defects in original materials and workmanship for one (1) year from the date of delivery.</p>																																
<p>Wood Design</p>	<p>All Wood Designs™ wood products carry a lifetime warranty to the original purchaser against defects in materials and workmanship.</p> <p>All Wood Designs™ hardwood chairs, tables, cots and block sets carry a 10-year warranty to the original purchaser against defects in materials and workmanship.</p> <p>Wood Designs™ plastic wicker baskets do not hold a warranty due to the nature of the product material.</p>																																

Exhibit A

Tab 7 – Pricing

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

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

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

Exhibit A

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.

Exhibit A



ADDITIONAL SERVICES

		Additional Charge
Design	\$100/ hour (without product purchase)	
Freight/shipping	\$75 minimum order (after discount)for free shipping on all Stock orders from the Demco Annual Full Line catalog or www.demco.com. Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders.	Express parcel shipping and accessorial fees. \$75 min order on all DEMCO Catalog or demco.com orders.
	Call ahead appointment: \$10.00 Inside Delivery: \$45.00 Lift gate \$75.00 Beyond first set of doors: Call for delivery quote	Fee is per delivery. Fee is per delivery, inside first set of doors on purchases without Installation. Fee is per delivery, inside first set of doors on purchases without Installation.
Price breaks for size of order	Volume discounts available	Call for Quote
Installation	\$75-100/hour	Call for Quote, additional charges may apply to projects if there is any deviation from the typical project site. See next page.

Date Prepared: 7-15-22

NCPA - Tab 8

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Bid #24-22

Exhibit A



ADDITIONAL PRODUCTS/SERVICES DISCOUNT SUMMARY

DEMCO	Circulation Technology Solutions Equipment & Supplies	Additional fees for installation and extended warranty may be required. Excluded from FOB Destination.
DEMCO	Automated Material Handling & Returns	Call 800-697-9473 for a quote. Additional fees for installation and extended warranty may be
DEMCO Full Line Catalog or go to Website www.demco.com/ncpa for complete product listing and for new product additions.	Library Supplies, Book Care & Protection, Learning Materials, Office & School Supplies, Arts & Crafts, Display, Facilities Management Supplies	Product exclusion: 3M Security products, Subscription program products and Licensed products including but not limited to: Garfield, Eric Carle, Arthur, Clifford. \$75 minimum order after discount for all discounts to apply and free shipping on Stock orders from the Demco Annual Full Line catalog. Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders.

Demco®

**NCPA
National Cooperative
Purchasing Alliance**

RFP # 24-22

Furniture - with Added value

Catalog discount code #C20601

Exhibit A

Your discount pricing agreement terms

Please enjoy these discounts for RFP 24-22 and use discount code C20601 on all orders.

Your discounts are based on prices listed at demco.com and will remain the same throughout the terms of this agreement.

Discount	<ul style="list-style-type: none">• \$75 minimum order (after discount) required for contract terms to apply• 15% on library, office, and technology supplies (consumables)• 5% on learning materials• 8% on furniture and equipment under \$2,000* (non-consumable)
Shipping	<ul style="list-style-type: none">• Demco will pay regular Ground Service shipping costs on all stock orders over the minimum order requirement. Express parcel shipping is not included.• Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders.• Accessorial delivery services are an additional fee.
Exclusions	<ul style="list-style-type: none">• Security products• Demco Software products• littleBits™ products• Demco exclusive products including but not limited to: Dr. Seuss™, Pete the Cat®, Eric Carle™, and Mo Willems
Expires	3 years from the date of award, with (5) 1-year renewals

*For large quantity orders or purchases over \$2,000, please contact the Demco Inside Sales Team toll-free at 800.462.8709 or email quote@demco.com. You may be eligible for special bid pricing.

Discounts under this agreement cannot be used with bids, sale catalogs, or other promotions. If a sale price is lower than your discounted price, you will receive the best price.

Thank you for considering these terms. On behalf of Demco, I look forward to exceeding your expectations!

Kristopher L. Snow
Contracts Facilitator

Phone: 888.211.3072
Fax: 888.320.0288
Email: contracts@demco.com

How to place an order

Web: demco.com
Phone: 800.462.1200
Email: order@demco.com
Fax: 800.245.1329

Delivery

In-stock items arrive within 7-10 working days after receipt of order. Depending on vendor lead times, furniture and equipment may take 2-12 weeks to arrive.

Payment terms

Net 30 Days

Remittance address

billing@demco.com
Demco
P.O. Box 88623
Milwaukee, WI 53288-8623

Mailing address

Demco
4810 Progression Rd
P.O. Box 7488
Madison, WI 53707-7488

Returns & warranties

You may return or exchange a qualifying item* within six months of your invoice date. Furniture, special orders, custom products, and international orders cannot be returned or exchanged unless you receive them damaged or defective. Engraved or imprinted items are not returnable.

*Not sure if an item qualifies for a return or exchange? A Demco Customer Service Representative can help you. Call 800.962.4463 or email custserv@demco.com

Note: Terms and conditions may change at any time.

Exhibit A

Tab 9 – Innovation

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

Exhibit A

Tab 9 – Innovation

Innovation

With an extensive family of solutions, Demco offers the best selection of leading-edge products, resources, services and supporting technologies to meet NCPA's current and future needs. Plus, with an ever-growing network of suppliers and over 4,000 new products added in the last year, Demco is well positioned to continue offering the broadest selection of products at great prices.

Our position in the industry, dedication and company size also gives us the resources to undertake initiatives to better serve customers. From proprietary Demco product lines to developing new products based on customer input, you gain access to customized and proven solutions otherwise unavailable to you in the marketplace.

Demco has developed a Ideas and Inspiration page on our website, to help Librarians and teachers find programming, professional development, community engagement tips, space design concepts, and ideas to help transform their libraries

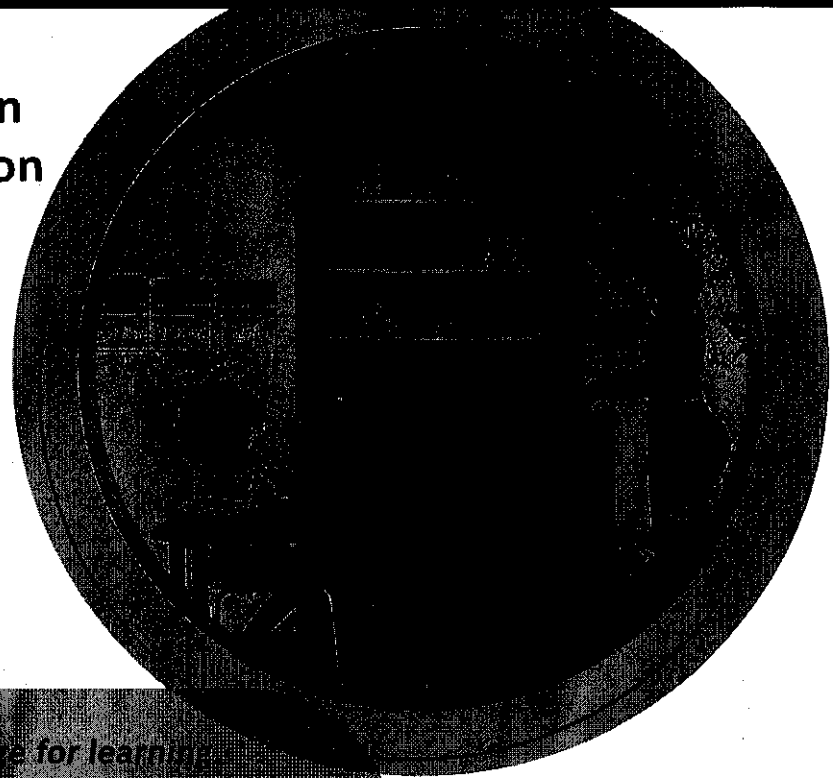
<https://ideas.demco.com/>

Please see the news releases in the following pages for a few examples of Demco's innovation process and success.

Taking Classroom Organization from Sketch to Storage Solution

It's an undeniable fact that teachers need storage, and classrooms are rarely equipped with ample accessible shelving. This often results in a hodgepodge of hand-me-down bins, open shelving, and visual mess — not exactly a learning haven.

Recent research has also shown that reducing clutter encourages a healthier learning environment, allowing students to focus with less visual distraction. Even if you're lucky enough to have a large closet, you still want your materials accessible to students, and you want to minimize the time you spend putting away learning supplies between lessons. Your time is at a premium!



“Physical clutter creates less square footage for learning. And then visual clutter creates less square footage in our brains for learning. So in both of these areas, it's important that you have as many square feet as possible.”

— Bob Dillon, Author *The Space of Children's Education*

So what's the solution when your classroom lacks adequate closet space? **Demco's Show & Stow System** is a low-profile, customizable storage solution that was born out of necessity in collaboration with industry experts, practicing teachers, and designers. The system features **open shelving** and **roll-out carts** that are conveniently hidden behind ceramic-coated steel panels that operate as both a **magnetic whiteboard** and an invisibility cloak for classroom supplies.

We spoke with Stephen Gower, Design Supervisor at Demco, to get a behind-the-scenes look at how this exciting solution evolved from a simple sketch to a standout classroom innovation.

What issue with current learning spaces did you aim to solve?

The main problem was really overly cluttered environments and classrooms. Storage is always an issue, and a lot of the time the storage is exposed. It's a mix of miscellaneous items, like mobile carts, shelving, filing cabinets — in some cases five or six different types

of storage and using the perimeter walls to basically create storage areas. This creates a very cluttered environment which can be a challenge for students, and all of us, in terms of focus. So, our goal was to declutter that learning environment and increase productivity.

Tell us about your collaboration process and the steps to creating a functional prototype.

There was a very basic sketch outlining a very high-level concept of what we thought would be a good solution, and then I was tasked with taking this and designing the early stages of a product concept on how this could be made in reality.

We created two concepts, one that was mobile and one that was fixed and would be attached to the wall. Those two ideas were shared out with a focus group and industry experts for feedback, and we arrived at moving forward with the wall-mounted option...

Continue reading...

Why Your School Needs This SEL Solution

Four reasons this dedicated social-emotional learning tool is essential for your school's success

Robin is a new program focused on supporting mental health and social-emotional growth in school communities. Its live coaching and skill-building curriculum are customized to your needs, reflecting the specific ways your educators teach and your students learn. As one pillar of a well-rounded education, this kind of social-emotional learning program builds critical real-world skills, promotes holistic well-being, and prepares students and teachers for a more balanced life in school and beyond. But what makes Robin uniquely effective and easy to adopt?

1. It's CASEL aligned

The Collaborative for Academic, Social, and Emotional Learning (CASEL) is a non-profit that began more than 20 years ago. It's the gold standard in evidence-based SEL strategies and a leader in advocating for SEL as a part of every child's education.

The CASEL framework identifies five key competencies that can help educators define and articulate age-appropriate milestones for their students' development: self-awareness, self-management, social awareness, relationship skills, and responsible decision-making. Each of these can be applied in all four environments where students grow, from classrooms and schools to families and communities.



Robin's coaching, curriculum, gamification, and assessments align closely with the CASEL framework. As a result, its customized and human-centered approach helps to build authentic school-family-community partnerships, support equitable learning environments, and provide resources that make a meaningful impact on your community.

2. It's easy to fund

Robin programming is eligible for Titles I, II, IV and ESSER funding. This funding allows schools across the country to provide well-rounded support to their students and teachers.

The COVID-19 pandemic deeply impacted the mental health of entire school communities. Because ESSER funding is set aside to aid in COVID-related recovery and development, Robin can be an excellent way to use some of your available ESSER funds. It can help rebuild the connectedness that's critical to a healthy school ecosystem, and its flexible virtual and in-person options make it easy to implement in ever-changing settings.

Titles I, II, and IV provide over \$1 billion in funding for programs that support student health, technology improvements, teacher quality, at-risk youth, and students from low-income families.

Work with one of our Robin experts to schedule a demo, create a custom solution, or learn more.

Let's connect

Continue reading...

Exhibit A

Tab 10 – Required Documents

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

Exhibit A

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.

Exhibit A

(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,

Exhibit A

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

Exhibit A

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.

Exhibit A

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror: Demco, Inc

Address: 4810 Forest Run Rd.

City, State, Zip: Madison, WI 53704

Authorized Signature: *Terry R James*

Date: 7/19/2022

Exhibit A

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>Demco, Inc</u>
Print Name	<u>Terry Janes, VP Finance</u>
Address	<u>4810 Forest Run Rd.</u>
City, State, Zip	<u>Madison, WI 53704</u>
Authorized signature	<u><i>Terry R Janes</i></u>
Date	<u>7/19/2022</u>

Exhibit A

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

Terry R Janas

Date

7/19/2022

Exhibit A

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	<u>Demco, Inc</u>
Address	<u>4810 Forest Run Rd.</u>
City/State/Zip	<u>Madison, WI 53704</u>
Telephone No.	<u>866.558.9068</u>
Fax No.	<u>888.320.0288</u>
Email address	<u>contracts@demco.com</u>
Printed name	<u>Terry R Janes</u>
Position with company	<u>Vice President - Finance</u>
Authorized signature	<u><i>Terry R Janes</i></u>

Exhibit A

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)

Exhibit A

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

Exhibit A

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

Exhibit A

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.

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State Notice Addendum

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

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

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

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

Exhibit A

Tab 1 – Master Agreement General Terms and Conditions

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

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

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

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

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

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

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- ◆ 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.

Exhibit A

- ◆ 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

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- 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,

Exhibit A

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.

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Process

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

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

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- 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.

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- ◆ 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.

Exhibit A

Evaluation Criteria

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

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

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

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

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

Exhibit A

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Demco, Inc
Address	4810 Forest Run Rd.
City/State/Zip	Madison, WI 53704
Telephone No.	866-558-9068
Fax No.	888.320.0288
Email address	contracts@demco.com
Printed name	Terry Janes
Position with company	VP of Finance
Authorized signature	<i>Terry R Janes</i>

Exhibit A

Deviations & Exceptions

Deviations & Exceptions

- \$75 minimum order after discount for all discounts to apply and free shipping on Stock orders from the Demco Annual Full Line catalog.
- Discounts awarded for Specific Manufacturers will be based on the current MSRP pricing available at the time of the quote/order.
- Discounts awarded for the Demco Full Line Catalog & Demco Proprietary Lines, will apply to list pricing found on www.demco.com. We plan to honor them all year, unless economic conditions force us to pass along price increases. The awarded discounts will not change for the length of the contract.
- Demco will pay regular FedEx Ground Service shipping costs on all stock orders. Express parcel shipping is not included.
- Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. This would include Furniture and Equipment items out of our Full line catalog, on demco.com, and from the manufacturers catalog. Demco provides good-faith shipping estimates on all orders.
- Accessorial services are an added charge. See Additional Services page.
- Product exclusions:
 - Library Security Equipment – excluded from FOB Destination
 - Demco Circulation Technology Solutions Equipment & Supplies – excluded from FOB Destination.
 - Subscription program products – excluded from discounts.
- Shipping and processing for orders shipping to Alaska/Hawaii will be prepaid and added to invoice for all items.
- Deliveries will be made 7-10 days after receipt of stock item orders and 2-12 weeks for items shipped directly from the manufacturer such as furniture and equipment. No walk-in locations are available.
- Contract discounts are not available for Security Products, Demco Software, littleBits™ products and Licensed Products (Dr. Seuss™, Eric Carle™, etc.). See the attached list of items excluded from discounts.

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Return & Exchange Policy

Demco stands behind our products. If your members are not satisfied with an order, you may return or exchange a qualifying item* within 6 months of your invoice date. Furniture, special orders, custom products, and international orders cannot be returned or exchanged unless you receive them damaged or defective. Anything that has been engraved or imprinted is not returnable.

*Not sure if an item qualifies for a return or exchange? A Demco Customer Service representative can help you. Call 800.962.4463 or email custserv@demco.com

End of Exhibit A