



## RETAIL AND WHOLESALE MERCHANDISE SOLUTIONS AND SERVICES Executive Summary

**Lead Agency:** REGION 14 ESC

**Solicitation:** RFP 13-23

**RFP Issued:** June 20, 2023

**Pre-Proposal Date:** N/A

**Response Due Date:** July 27, 2023

**Proposals Received:** #3

### **Awarded to: Walmart Inc. – Contract #15-02**

Region 14 ESC issued RFP 13-23 on June 20, 2023, to establish a national cooperative contract for Retail and Wholesale Merchandise Solutions on behalf of itself and other Government Agencies and made available through the National Cooperative Purchasing Alliance.

The solicitation included cooperative purchasing language in section Introduction/Scope:

*Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Retail and Wholesale Merchandise Solutions and Services.*

*Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Abilene Reporter-News
- OMNIA Partners website
- USA Today

On July 27, 2023 were received from the following offerors:

- BJ’s Wholesale Club, Inc.
- Continental Battery Company
- Walmart Inc.

Using the evaluation criteria established in the RFP, Region 14 ESC elected to enter into negotiations with BJ’s Wholesale Club, Inc., and Walmart Inc. upon successful completion of negotiations. Region 14 ESC, OMNIA Partners and Walmart Inc. successfully negotiated a contract, and the Region 14 ESC executed the agreement with a contract effective date of September 5, 2023.

### **Contract:**

- In-store, online & mobile shopping
- Free shipping, no order minimum
- Free delivery & pickup, \$35 order minimum
- Spend controls, configurable limits and approvals

### **Term:**

Initial three (3) agreement from September 5, 2023 through August 31, 2026 with the option to renew for two (2) additional one-year periods through August 31, 2028.

Contact and Enrollment: [Walmart Business | Customer Intake](#)

**Region 14 Education Service Center (ESC)**

**Contract #15-02**

*for*

Retail and Wholesale Merchandise Solutions and Services

*with*

**Walmart Inc.**

Effective: September 5, 2023

The following documents comprise the executed contract between the Region 14 Education Service Center and Walmart Inc. effective September 5, 2023:

- I. Vendor Contract, Signature Form, and Acknowledgment of Contract Requirement
- II. Supplier's Response to the RFP, incorporated.
- III. RFP #13-23 Retail and Wholesale Merchandise Solutions and Services, Formation of Contract, incorporated by reference.



## Region XIV Education Service Center

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

Tuesday, September 5<sup>th</sup>, 2023

Walmart Inc.  
ATTN: Ashley Hubka  
702 SW 8<sup>th</sup> St.  
Bentonville, AR 72716

Dear Ashley:

Region XIV Education Service Center is happy to announce that Walmart Inc. has been awarded an annual contract for Retail and Wholesale Merchandise Solutions and Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on August 31<sup>st</sup>, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Walmart Inc.

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

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

Sincerely,

DocuSigned by:  
  
8998FD6E54EE4F7...

Shane Fields  
Region XIV, Executive Director





# Retail and Wholesale Merchandise Solutions and Services

RFP Number 13-23

July 27, 2023

Submitted to:  
National Cooperative Purchasing Alliance  
Region 14 Education Service Center  
1850 Highway 351  
Abilene, Texas 79601

*This proposal is the property of Walmart Inc., and is being provided to Texas Region 14 Education Service Center ("Region 14") and the National Cooperative Purchasing Alliance ("NCPA") solely for purposes of proposal evaluation. It should not be disclosed beyond Region 14 and the NCPA or used for any purpose other than to evaluate this proposal. If a contract is awarded to Walmart as a result of, or in connection with, the submission of this proposal, certain portions hereof, as designated on page 11, are exempt from disclosure under the trade secret and proprietary information exemptions to the Texas Public Information Act, Tex. Gov't Code § 552.110 et seq*



July 27, 2023

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

**Subject: NCPA - Retail and Wholesale Merchandise Solutions and Services**  
**RFP Number 13-23**

Dear Region 14 ESC Administrators,

Walmart Business is delighted to submit our response to your request for proposal for Retail and Wholesale Merchandise Solutions and Services. Walmart Business is an eCommerce site and customer experience designed to empower education, government, and nonprofit customers, many of which may be NCPA Participating Agencies. Our focus is to remove complexity in purchasing, lower costs and give our customers more opportunities to serve their customers and communities. Walmart Business is built to leverage the very best of Walmart — our unmatched operating scale, our proximity within 10 miles of 90% of the U.S. population and our extensive eCommerce, fulfillment, and delivery technologies.

As we continue to evolve the shopping experience, we are committed to listening to education, government, and nonprofit customers to help them address the challenges they face today, and the ever-changing challenges that come with running an organization. We are excited to help NCPA Participating Agencies save time, money, and hassle.

We have included redlines reflecting our deviations and exceptions in our response. We are willing to discuss these redlines during the negotiation phase should we advance to that stage.

The entire team at Walmart Business looks forward to building a mutually beneficial relationship with NCPA and its participating agencies. If you have any questions about our proposal, please contact [REDACTED]

Sincerely,

[REDACTED]  
Senior Vice President & General Manager  
Walmart Business

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# **Tab 1**

## **Master Agreement / Signature Form**



**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 two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Notwithstanding the above, with respect to any public agency participating in this contract, vendor shall have the ability to terminate that public agency's participation in this contract with 30 days' written notice, and the public agency likewise can terminate its agreement with vendor with 30 days' written notice.

**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.~~

Shipping will be in accordance with Walmart practice. Estimated shipping dates will be provided to the purchaser during checkout, or upon approval if a spend limit is in place.

For reference as of July 2023, pickup is available from more than 4,600 Walmart stores in the U.S., covering about 90% of the population; delivery from store is available from about 4,000 Walmart stores in the U.S.; the Spark Driver platform, Walmart's largest local delivery service provider, reaches 84% of U.S. households; and once all four next generation fulfillment centers are fully operational by end of 2024, combined with Walmart's traditional fulfillment centers, Walmart can reach 95% of the U.S. population with next- or two-day shipping.



**Tax Exempt Status**

~~Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. Customer to provide proof of tax-exempt status prior to purchasing.~~

**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.

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. Marketplace Model or Dynamic Pricing:~~

~~The pricing will be established by overall market trends to ensure that the end users and their entities are continually receiving the best value. An established contract will not need to be amended for price when the market goes up or down due to the market establishing the best value possible.~~

~~All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing~~

Pricing displayed to a customer at checkout will be Walmart's price in effect for the selected product at the time of purchase. These prices will not include the administrative fee to be remitted to NCPA, which will be calculated separately. The administrative fee will not be charged to the customer. Walmart will use dynamic pricing for purposes of this contract. The pricing of merchandise sold by Walmart will be established unilaterally by Walmart based on Walmart's ordinary course business operations. An established contract will not need to be amended for price when the pricing of merchandise goes up or down due to Walmart's pricing changes.

Walmart provides a broad assortment of quality merchandise at everyday low prices ("EDLP"). EDLP is Walmart's pricing philosophy under which we price items at a low price every day so our customers trust that our prices will not change under frequent promotional activity. To view our current pricing, navigate to [business.walmart.com](http://business.walmart.com) and select your location. A username and password are not required to access the site. Applicable shipping and delivery fees, if any, may be separately charged, and will be visible to the customer at checkout. When reviewing pricing, please note that this contract excludes services and items sold by third parties.



**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

Walmart disclaims any and all warranties, express or implied, for any merchandise offered or sold under this contract. However, this does not limit the terms of any product warranty that may be offered by the manufacturer of an item that is sold by Walmart.

Walmart does not provide any guarantees of equipment and will not be providing installation, repairs or replacements of any parts or components.

Walmart does not provide any representations, guarantees or warranties on the life expectancy of equipment.

**Walmart Business Standard Return Policy**

Your purchase history displays the latest eligible date for a return or replacement. We recommend keeping track of all manufacturer packaging and your receipt for a minimum of 90 days after purchase.

**Returning Items Purchased on business.walmart.com**

You can return eligible items by mail within 90 days of receipt. To ensure your item may be returned, review the exceptions on our corporate Return Policy page at <https://corporate.walmart.com/policies#return-policy> and on the Walmart Business return policy page at <https://business.walmart.com/help/article/walmart-business-standard-return-policy/23f9f53061a64367a5dab91e2a72439f>.

**Damaged or Defective Items**

If an item you received is damaged or defective, you can return by mail for a refund or replacement or at any Walmart store for a refund.

Items not covered by a Walmart Return Policy may be covered by a manufacturer warranty. Please check the product's packaging details for more information.

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

Walmart provided products will be new unless designated as refurbished or restored products on the product page. If an item you received is damaged or defective, you can return by mail for a refund or replacement or at any Walmart store for a refund.

**Construction**

~~Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.~~ Not applicable. Walmart is not providing any construction services under this contract.

**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. Not applicable. Walmart will not be providing any services under this contract.~~

### Permits

~~Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor. Customer to provide notice of any applicable permitting requirements.~~

### 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 intentional or grossly negligent actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, except to the extent Region 14 ESC's intentional conduct or gross negligence, or that of its participants, administrators, employees, or agents was a contributing factor to the claim, damage, loss, or expense.

### Franchise Tax

~~The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes. Walmart makes every effort to comply with state and federal tax laws and makes every effort to timely file and pay all state, local and federal taxes. From time to time, due to complexity of the business or factors outside our control, Walmart may be late in filing or paying taxes on time. Any penalties or liens associated with such delinquency have been complied with, satisfied or otherwise settled.~~

### Supplemental Agreements, Warehouse/Wholesale or Marketplace/Retail Membership Programs

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement, warehouse/wholesale or marketplace/retail membership program 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.

Before making any purchase pursuant to this contract, each public agency participating in this contract must fill out an intake form and accept the Walmart Business terms of use (<https://business.walmart.com/help/article/walmart-business-terms-of-use/b25a9517c4144be6b533a8e3934fa337>), which may be updated from time to time. Walmart expressly reserves the right to reject participation by any participating public agency that has completed an intake form.

Any supplemental agreement, warehouse/wholesale or marketplace/retail membership program developed as a result of this contract is exclusively between the participating entity and awarded vendor.

### Certificates of Insurance

Certificates of insurance (or proof of self-insurance) shall be delivered to Region 14 ESC upon request.~~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.

Walmart uses a combination of insurance, self-insured retentions, and self-insurance. More details can be found in the following link: <https://corporate.walmart.com/evidence-of-insurance>.



**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. Walmart will comply with applicable law in the performance of this contract.~~

**Protest**

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

**Force Majeure**

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

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; 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.~~

Not applicable. Walmart will not be providing any services under this contract.

**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.



In addition to the above, with respect to any public agency participating in this contract, Walmart shall have the ability to terminate that public agency's participation in this contract with 30 days' written notice, and the public agency likewise can terminate its agreement with Walmart with 30 days' written notice.

### **Open Records Policy**

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

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

Walmart proposes to redact the following information. The information falls within the trade secret exception to the Texas Public Records Act, Chapter 552 of the Texas Government Code, §552.110 and also within §552.1101, the exception for confidentiality of proprietary information submitted by a potential vendor or contractor for the reasons specified below. Walmart operates in a highly competitive environment characterized by intense competition with brick and mortar, eCommerce, and omni-channel retailers operating discount, department, retail and wholesale grocers, drug, dollar, variety and specialty stores, supermarkets, hypermarkets and supercenter-type stores, social commerce platforms, as well as companies that offer services in digital advertising, fulfillment and delivery services, health and wellness, and financial services.

- Customer references (Section 6.1 pages 49-51; all lines) – Walmart's customer lists are proprietary trade secrets and confidential and are not disclosed publicly. Release of information pertaining to Walmart's customers could cause it competitive harm and provide an advantage to a competitor, as the competitor could attempt to obtain the customer for itself.
- Description of prospective new product features and capabilities both in development and future releases (Figure 5.5.1 on page 37 - "In Development" and "Future Capability" columns and pages 39 – 41 beginning with the first feature marked "In Development" and all lines thereafter) – Walmart's new features under development are considered proprietary trade secrets and are not disclosed publicly. Testing of these features is subject to non-disclosure agreements. Release of information about Walmart's proposed new features could lead to significant competitive harm as it might allow competitors to potentially develop competing features or release similar features before Walmart.

### **Federal Funding Status**

For purpose of this Agreement, Walmart is not a U.S. federal government contractor or subcontractor, nor a U.S. federal grant recipient or subrecipient. Neither NCPA, Region 14ESC, nor any participating agency or entity shall impose any statutory, regulatory, or contractual obligation on Walmart that would cause Walmart to become a U.S. federal government contractor or subcontractor, or a U.S. federal grant recipient or subrecipient in connection with this Agreement.



## PROCESS

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

### Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### Contract Term

Subject to the termination rights above, ~~t~~The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### Contract Waiver

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

### 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.

Notwithstanding the above, Walmart may make available under this contract its catalog of available products, which changes periodically.

### Competitive Range

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

### Deviations and Exceptions

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

### Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is 250,000 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.



**Evaluation**

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

**Formation of Contract**

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

**NCPA Administrative Agreement**

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

**Clarifications/Discussions**

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

**Multiple Awards**

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

**Past Performance**

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



## EVALUATION CRITERIA

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### Pricing (40 points)

- Electronic Price 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.
- Respondent must provide pricing based on their marketplace model or dynamic pricing.
- Respondent shall provide access to pricing via user ID and password or a hyperlink for use during pricing evaluation.

### 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.
- 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 (20 points)

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

### Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Programs and practices that may be advantageous to Public Agencies
- Customer Service

### Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

**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~~ Not applicable. Dynamic pricing will be used for this contract.

Walmart Inc.

Company Name

702 SW 8th Street

Address

Bentonville

AR

72716-5561

City

State

Zip

N/A

Telephone Number

Fax Number

Email Address

Senior Vice President and General Manager

Printed Name

Position

Authorized Signature



# **Tab 2**

## **NCPA Administration Agreement**



**TAB 2 NCPA ADMINISTRATION AGREEMENT**

This Administration Agreement is made as of September 5, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and Walmart Inc. ("Vendor" or "Contractor").

**Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 5, 2023, referenced as Contract Number 15-02, 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 Retail and Wholesale Merchandise Solutions and Services ;

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 Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration 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 Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor 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 Contractor 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 Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or



agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating 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 Participating 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 Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.

- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration 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 Administrative Agreement which is not contained herein shall be valid or binding.
- Any use of Contractor's ~~agrees to allow NCPA to use their~~ name and logo within NCPA's website, marketing materials and advertisement or any form of publicity regarding this Administration Agreement or the Master Agreement is subject to Contractor's prior written consent. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration 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 Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration 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 Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction, or to any corporate affiliate. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration 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.
- Prior to any purchases by Region 14 ESC or a Participating Agency under the Master Agreement and the payment of any Administrative Fees under this Administration Agreement, NCPA will provide required documents for Walmart's anti-corruption due diligence.

### 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-thirtieth (30-15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile



all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	<del>PO or Job #</del> <u>Order #</u>	Sale Amount

Total \_\_\_\_\_

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. This sales amount shall be exclusive of (i) taxes, (ii) in store purchases of categories not offered for sale by Walmart under the Master Agreement (e.g. services), and (iii) costs and fees related to shipping and delivery, and shall reflect any returns and/or refunds during the relevant quarter. 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. Payment of the administrative fee will be due 30 days after provision of the sales report or at a date specified in ~~Deadline for term of payment will be included in~~ the invoice NCPA provides, whichever is later.

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

Supplier-Vendor 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 each quarterly report. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. Any such audit shall take place no more than once per year at a mutually convenient time and place, by electronic or other means as agreed by the parties. NCPA and Region 14 ESC shall provide reasonable advance written notice of any such audit.~~ 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 undisputed underpayment, ~~together with interest on such amount~~ and shall be obligated to reimburse NCPA's reasonable documented costs and expenses for such audit.

#### Anticorruption Compliance

NCPA and Vendor agree their performance under this Administration Agreement will be in full compliance with all applicable anti-corruption laws and regulations. NCPA and Vendor agree that in their performance under this Administration Agreement, they will not directly or indirectly offer, promise, give, or authorize the giving of anything of value, or offer, promise, make or authorize the making of any bribe, facilitation payment or other

improper or unlawful payment to any government official, political party or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

## ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

Sarah Vavra

Name

Sr. Vice President, Public Sector  
Contracting

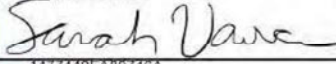
Title

5001 Aspen grove

Address

Franklin, TN 37067

Address

DocuSigned by:  
  
1477449FA80746A...  
Signature

September 11, 2023

Date

Walmart Inc.

Vendor Name



Name

Senior Vice President and General Manager

Title

702 SW 8<sup>th</sup> St.

Address

Bentonville, AR 72716-5561

Address



Signature

July 27, 2023 | 04:33 CDT

Date



# Tab 3

## Vendor Questionnaire



## TAB 3 VENDOR QUESTIONNAIRE

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

## Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.

<input checked="" type="checkbox"/> <b>All 50 States &amp; District of Columbia</b> (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micrones	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands

<input type="checkbox"/> Midway Islands	
<input type="checkbox"/> <b>All Canada Provinces and Territories</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes    ☐ Maybe    ☒ No

*Walmart Business and capabilities described in this proposal are available in all 50 states and the District of Columbia at this time.*

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes    ☐ Maybe    ☒ No

#### **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.

<input type="checkbox"/> Minority/Women Business Enterprise Respondent Certifies that this firm is a Minority / Women Business Enterprise	<input type="checkbox"/> Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business
---	---



**Small Business, MWBE and HUB Growth** If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☒ Yes, we have programs in place.

*Please see section 8.3.1 and 8.3.2 for a description.*

### Residency

*Responding Company's principal place of business is in the city of Bentonville, State of Arkansas.*

### Felony Conviction Notice

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

☒ A publicly 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

### 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: Omnichannel Retailer

### Processing Contact Information

Contact Person



Title

*Director, Public Sector*

Company

*Walmart Business*

Address

*2403 SE J St.*

City/State/Zip Bentonville, AR 72716-5561

Phone

Email

**Pricing Information**

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☒ No

*All future product introductions will be at prices displayed at checkout and will be Walmart's price in effect for the selected product at the time of purchase. Walmart will use dynamic pricing for purposes of this contract. The pricing of merchandise sold by Walmart will be established unilaterally by Walmart based on Walmart's ordinary course business operations.*

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

☐ Yes ☒ No

*Pricing displayed to a customer at checkout will be Walmart's price in effect for the selected product at the time of purchase. These prices will not include the administrative fee to be remitted to NCPA, which will be calculated separately. The administrative fee will not be charged to the customer.*



# Tab 4

## Vendor Questionnaire



## TAB 4 VENDOR PROFILE

Please provide the following information about your company:

RFP Requirement	Walmart Business Response
Company's official registered name	Walmart Inc.
Brief history of your company, including the year it was established	<p>Sam Walton was a man with visionary leadership, and our business is a result of that. Since the first Walmart opened in 1962 in Rogers, Arkansas, we've been dedicated to making a difference in the lives of our customers. Today, we're helping communities save money and live better all over the world. For more information, visit: <a href="https://corporate.walmart.com/about/history">https://corporate.walmart.com/about/history</a>.</p> <p>Walmart Inc. helps people around the world save money and live better - anytime and anywhere - in retail stores, online, and through their mobile devices. Each week, approximately 240 million customers and members visit more than 10,500 stores and numerous eCommerce websites in 20 countries. With fiscal year 2023 revenue of \$611 billion, Walmart employs approximately 2.1 million associates worldwide. Walmart continues to be a leader in sustainability, corporate philanthropy and employment opportunity. Additional information about Walmart can be found by visiting <a href="https://corporate.walmart.com">https://corporate.walmart.com</a>.</p>
Company's Dun & Bradstreet (D&B) number	05-195-7769
Company's organizational chart of those individuals that would be involved in the contract	<p>██████████</p> <p>Senior Vice President &amp; General Manager</p> <p>████████████████████</p> <p>██</p>
Corporate office location	Walmart Inc., 702 SW 8th St Bentonville, AR 72716-5561
List the number of sales and services offices for states being bid in solicitation	<p>Walmart can confirm we operate in all 50 States &amp; District of Columbia. In addition to our online ordering website, Walmart operates 4,600+ retail locations, 210 distribution centers and 37 fulfillment centers. A full store directory can be found at <a href="https://www.walmart.com/store-directory">https://www.walmart.com/store-directory</a>.</p>
List the names of key contacts at each with title, address, phone and e-mail address	<p>Walmart's <a href="#">store locator</a> has the most up-to-date store locations, hours of operation and phone numbers. Email addresses for store locations are not published.</p> <p>NCPA participating agencies can direct all requests and inquires to the following address and point of contact:</p> <p>████████████████████</p>



Provide a list of Wholesale locations	<i>Sam's Club operates nearly 600 wholesale locations across the U.S. and Puerto Rico as a division of Walmart Inc. Sam's Club locations are not included in the scope of this proposal. We can discuss potentially expanding the scope of Walmart's offerings under this solicitation to include Sam's Club if this is of interest to NCPA.</i>
Define your standard terms of payment	<i>Walmart Business currently accepts the following forms of payment:</i> <ul style="list-style-type: none"> <li>• Purchase Cards (p-cards)</li> <li>• Debit cards</li> <li>• Credit cards</li> <li>• Gift cards</li> </ul>
Who is your competition in the marketplace	<i>Walmart U.S. competes with brick and mortar, eCommerce, and omni-channel retailers operating discount, department, retail and wholesale grocers, drug, dollar, variety and specialty stores, supermarkets, hypermarkets and supercenter-type stores, social commerce platforms, as well as companies that offer services in digital advertising, fulfillment and delivery services, health and wellness, and financial services.</i>
Provide Annual Sales for last 3 years broken out into the following categories: <ul style="list-style-type: none"> <li>○ Cities / Counties</li> <li>○ K-12</li> <li>○ Higher Education</li> <li>○ Other government agencies or nonprofit organizations</li> </ul>	<i>As a publicly held company, Walmart Inc. regularly shares earnings and figures. Our annual 10-K filing from March 2023 which can be accessed at <a href="https://stock.walmart.com/financials/annual-reports/default.aspx">https://stock.walmart.com/financials/annual-reports/default.aspx</a>.</i>
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	<i>Walmart Business is excited for the opportunity to respond to this RFP to potentially become a NCPA supplier. A cooperative contract would allow us to serve more K-12, higher education, cities, counties, and other government agencies. However, we do not publish anticipated revenue.</i>
What differentiates your company from competitors?	<i>As one of the world's largest brick-and-mortar retailers, we are also one of the fastest growing and most dynamic e-commerce organizations. With 90% of the U.S. population living within 10 miles of our stores, we are combining our physical locations with our e-commerce business to offer a level of convenience never before seen. We're creating an experience that lets customers shop anytime, anywhere — delivering exactly what they want, when they want it.</i>



Describe how your company will market this contract if awarded	<p><i>Walmart Business will collaborate with NCPA to determine sales and marketing activities that are established best practices for newly awarded suppliers. The marketing plan below is an example of how Walmart Business proposes to engage with NCPA to reach over 240,000 member organizations. We are open to providing additional marketing resources to be agreed upon after award.</i></p> <ul style="list-style-type: none"> <li>• <b>Marketing Collateral:</b> Walmart Business will work with NCPA to create a marketing collateral document demonstrating the benefits of the agreement to be sent to NCPA member organizations and to be used by Walmart Business sales and marketing teams.</li> <li>• <b>Events:</b> Walmart Business plans to attend national events such as ASBO, NAEP, NACUBO, and NIGP Annual Meetings that target education, state and local buyers and procurement decision makers. We also plan to attend local, state, and regional conferences and NCPA's annual events for suppliers. Walmart Business will display an NCPA placard when exhibiting at tradeshow sponsored by NCPA.</li> <li>• <b>Website:</b> Walmart Business will work with NCPA to create a co-branded microsite for participating agencies to review contract details, registration requirements and request onboarding support.</li> <li>• <b>Email campaigns:</b> Walmart Business will provide supporting content in relevant email campaigns to be sent to NCPA members.</li> <li>• <b>Webinar and Training Content:</b> Walmart Business will collaborate with NCPA to create webinar and training content to reach potential customers.</li> <li>• <b>Strategic marketing support:</b> Walmart Business marketing team will regularly meet with NCPA's marketing team to discuss promotions and other campaigns and identify plans and opportunities for additional marketing opportunities to participating agencies.</li> <li>• <b>Contract launch:</b> Walmart Business will collaborate with NCPA to ensure all marketing tasks are completed by launch date by participating in weekly calls as necessary leading to launch, providing a subject matter expert for launch webinars hosted by NCPA, review and approval of a press release to be posted on NCPA website and approval of list media outlets for distribution by NCPA.</li> </ul>
Describe how you intend to introduce NCPA to your company.	<p><i>Walmart Business intends to utilize our enterprise-wide Learning and Development team to implement a training program for public sector sales force personnel; store, market-level and regional management; and dedicated Customer Care Agents as applicable. Training for applicable personnel will be conducted monthly, beginning within one (1) month of the execution of the Master Agreement until all appropriate associates have been trained. Thereafter, training will be incorporated into the orientation of Walmart Business sales personnel, new Walmart store operations leadership, and Walmart Business Customer Care agents as applicable.</i></p>



Describe your firm's capabilities and functionality of your on-line catalog / ordering website	<p><i>Walmart Business is an eCommerce site and customer experience designed to empower education, government, and nonprofit customers, many of which may be NCPA Participating Agencies. Walmart Business is built to leverage the very best of Walmart — our unmatched operating scale, our proximity within 10 miles of 90% of the U.S. population and our extensive eCommerce, fulfillment, and delivery technologies. <b>See Tab 5.0 Products and Services/Scope and Tab 8.0 Value Added Services</b> for details on Walmart Business' distinctive eCommerce site, in store customer experience and capabilities we are building for public agencies.</i></p>
Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)	<p><i>Walmart Business provides customer service in two main ways: 1) in our stores, and 2) through our dedicated Walmart Business Care Center.</i></p> <ul style="list-style-type: none"> <li><i><b>In store:</b> Walmart has approximately 4,600+ Supercenters, Division 1, and Neighborhood Market stores that provide customer service, returns, refunds, and other services from 7am to 9pm local time in most locations.</i></li> <li><i><b>Walmart Business Customer Care Center:</b> Customers can email, chat, and access a dedicated call center that operates from 7am-8pm CT(Monday-Friday) 8am-5pm CT(Saturday-Sunday). After hours, customers can self-service using resources available on <a href="https://business.walmart.com/help">https://business.walmart.com/help</a>.</i></li> </ul>
If warehouse/wholesale or retail membership program, registration/enrollment process and fees required by Participating Agency. Detail the membership accessibilities and length of membership access. Provide a copy of the membership application and terms and conditions documents.	<p><b>Walmart Business Benefits for NCPA Members</b></p> <p><i>Walmart Business is extending the following benefits for participating organizations under this agreement that have been deemed eligible to participate by Walmart in its sole discretion. These benefits typically require a Walmart Business+ membership, but will not require a separate subscription or fee for NCPA members.</i></p> <ul style="list-style-type: none"> <li><i>Free shipping on eligible items, no minimum</i></li> <li><i>Free delivery and pick up from store on eligible items (\$35 minimum)</i></li> <li><i>Spend Controls (Configurable limits and approvals)</i></li> <li><i>Spend Analytics (Data, insights, reporting)</i></li> <li><i>Assisted onboarding to invite users and configure customer account</i></li> </ul>

- 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.

*Walmart prioritizes Environmental, Social and Governance (ESG) issues based on relevance to our business, importance to our stakeholders and Walmart's ability to effect change with respect to those issues. Our priorities as it relates to green initiatives include [Climate Change](#), [Regeneration of](#)*



[Natural Resources](#), [Waste: Circular Economy](#), [Product Supply Chain Sustainability](#) and [Animal Welfare](#). Our 2023 ESG report can found at <https://corporate.walmart.com/esgreport/>.

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

*With approximately 2.1 million associates globally as of the end of FY2023, a presence in thousands of communities, and an extensive supplier base, we believe we can use our business to accelerate progress toward a more equitable and inclusive society in ways that also strengthen our company and better serve our stakeholders. For more information, please visit the Equity and Inclusion section of our 2023 ESG report at <https://corporate.walmart.com/esgreport/esg-issues/diversity-equality-inclusion>.*

- 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.

*Walmart is committed to procuring and maintaining, in full accordance with the laws where we operate, the required licenses and permits to operate our business. Walmart maintains thousands of licenses in the U.S. Walmart holds various types of licenses and registrations in the cities, counties, and states where we operate, and is authorized to do business in all 50 states as well as the District of Columbia.*





# **Tab 5**

## **Products and Services**

**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

*Walmart disclaims any and all warranties, express or implied, for any merchandise offered or sold under this contract. However, this does not limit the terms of any product warranty that may be offered by the manufacturer of an item that is sold by Walmart.*

*Walmart does not provide any guarantees of equipment and will not be providing installation, repairs or replacements of any parts or components.*

*Walmart does not provide any representations, guarantees or warranties on the life expectancy of equipment.*

**5.1. Warranty, Return Policy, and Damaged or Defective Items****Walmart Business Standard Return Policy**

*Your purchase history displays the latest eligible date for a return or replacement. We recommend keeping track of all manufacturer packaging and your receipt for a minimum of 90 days after purchase.*

**Returning Items Purchased on [business.walmart.com](https://business.walmart.com)**

*You can return eligible items by mail within 90 days of receipt. To ensure your item may be returned, review the exceptions on our corporate Return Policy page at <https://corporate.walmart.com/policies#return-policy> and on the Walmart Business return policy page at <https://business.walmart.com/help/article/walmart-business-standard-return-policy/23f9f53061a64367a5dab91e2a72439f>.*

**Damaged or Defective Items**

*If an item you received is damaged or defective, you can return by mail for a refund or replacement or at any Walmart store for a refund.*

*Items not covered by a Walmart Return Policy may be covered by a manufacturer warranty. Please check the product's packaging details for more information.*

**Products**

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

**5.2. Products**



*Walmart provided products will be new unless designated as refurbished or restored products on the product page. If an item you received is damaged or defective, you can return by mail for a refund or replacement or at any Walmart store for a refund.*

- This solicitation seeks the convenience of one-stop shopping, a broad assortment of goods and the ability to shop online through mobile apps or shopping in a store that includes the convenience of curbside pickup, mobile scan and go, and other quick delivery methods supplier(s) offer. The awarded supplier(s) should have the ability to offer many or all the categories stated in the scope of work. The awarded supplier(s) should have sufficient local inventories to be able to provide daily support of Participating Agencies requirements. The awarded supplier(s) should have a comprehensive line of general merchandise that, under normal conditions, is in-stock, on-hand, and available for immediate pick up or business delivery.

The following is a list of suggested (but not limited to) Retail and Wholesale Merchandise Solutions and Services categories. List all categories along with manufacturer that you are responding with:

- **Office** – like business supplies and equipment, office supplies, office furniture, packing supplies, printers, toner, electronics, office décor and lighting, and other related products and supplies.
- **Breakroom** – consumables (food, tea, coffee, snacks, vending machines and other related supplies such as dish soap, coffee machines, tissue, etc.
- **Food, Grocery, Home and Kitchen** – including fresh and refrigerated, frozen, deli and bakery, packaged foods and snacks, kitchen and dining supplies, appliances, décor and other related products.
- **Classroom** – like school supplies, teacher supplies, daycare, laptops, calculators, first aid supplies, sanitizing wipes, art supplies, décor, and all other related supplies and products.
- **Electronics, Technology and Audio Visual**– camera and video equipment, television, and audio (including portable), cell phones, game consoles, décor, electronic devices and accessories, and related products and supplies.
- **Facilities** – things like electrical, hardware, safety, tools, lights, HVAC, plumbing, BBQ supplies, gardening supplies, fitness equipment, décor, storage and organization, and other related products.
- **Restroom** – cleaning supplies, disposables (towel, tissue, trash liners, air fresheners, soap, sanitizer, mops), trash receptacles, cleaning carts, décor, and related supplies.
- **Animal Supplies, Food and Equipment** – mats, crates, bedding, litter, grooming, health and medical supplies, and other related products and accessories.
- **Clothing** – apparel including outerwear and innerwear, footwear, belts, shoes, uniforms, and other related products and supplies.
- **Miscellaneous and Other Categories, like but not limited to:**
  - ~~Gas~~
  - ~~Automotive Care~~
  - ~~Business Services~~
  - Beauty
  - Sport & Fitness
  - Hospitality
  - Gift cards
  - ~~Services such as assembly and installation~~
  - ~~Photos and Customization~~
  - ~~Bonus Offers~~
  - Business Delivery
  - ~~Club Services and Event Savings~~
  - Bottled Water




- ☒ ~~Wholesale Club Partners~~
- ☐ ~~Optical and Health Services~~

### 5.3. Omnichannel Experience


#### **Walmart Business' Omnichannel Experience**

Walmart Business provides one-stop shopping across a broad assortment of millions of organization-relevant items available for shipping, curbside pickup or even same day delivery. With 90% of the U.S. population living within 10 miles of a Walmart store, we can deliver unmatched flexibility and speed of delivery, alongside everyday low prices on an assortment that only Walmart brings together in one place. While shopping Walmart Business' ever-expanding assortment of items, you will notice our differentiated omnichannel experience where search results include availability by fulfillment method including Pickup, Delivery and Shipping.


**How do you want your item?**



**Shipping**  
Arrives by Apr 3



**Pickup**  
Today



**Delivery**  
As soon as today

Pickup is available from more than 4,600 Walmart stores in the U.S., covering about 90% of the population. Delivery from store is available from about 4,000 Walmart stores in the U.S. The Spark Driver platform, Walmart's largest local delivery service provider, reaches 84% of U.S. households. Once all four next generation fulfillment centers are fully operational by end of 2024, combined with our traditional fulfillment centers, we can reach 95% of the U.S. population with next- or two-day shipping.

### 5.4. In-store purchases

We recognize the need and value for organizations to visit one of our 4,600+ retail locations on an as-needed basis. Member organizations will be able to make in-store purchases in categories under this agreement that will be recognized as contract purchases only if the organizations have met the following requirements:

- The organization has previously registered for a Walmart Business account under this agreement
- Payments for in-store purchases must be made with a valid Credit Card / Debit Card / Purchase Card linked to their online Walmart Business account (stored in their online account wallet) under this agreement
- Payment method used for in-store purchases must not be shared across multiple organizational accounts

### 5.5 Online and mobile ordering website

The Walmart Business site offers many features and benefits, but we have identified those we believe are most relevant to schools, governments and nonprofits in this proposal. As you review our product capabilities below, we have indicated whether a capability is Live, In Development, or a Future Capability for Walmart Business. Live capabilities are currently available, In Development capabilities indicate work is underway and estimated to be completed by the start of the NCPA contract term, and Future Capabilities are those that are planned for delivery beyond the start of the NCPA contract term. Reference **Figure 5.5.1** for classifications of product features and capabilities.



**Multi-user accounts**

Manage your organization by inviting multiple users and assigning purchasing roles, and gain visibility into purchase history across your organization.

**Walmart Tax Exemption Program**

Many organizations qualify to make sales tax-exempt purchases. The Walmart Tax-Exemption Program (WTEP) is our tool to allow an exempt customer to be recognized for automatic removal of taxes during checkout of purchases from business.walmart.com. If your organization is qualified to purchase tax-exempt goods, the Walmart Tax-Exemption Tool will guide you through the process of enrolling in WTEP. You will be prompted to answer questions specific to the type of exemption(s) applicable to your organization and select the state(s) in which you qualify for sales tax-exemption.

**Spend Analytics**

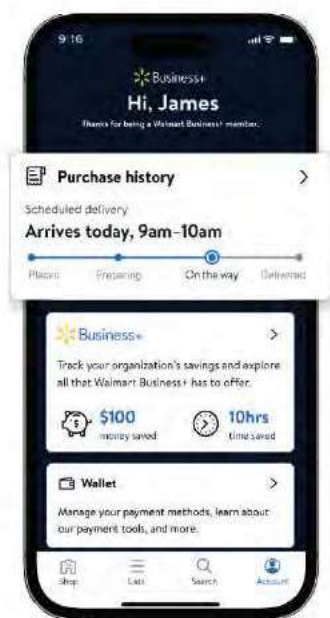
With Spend Analytics, you can track all your Walmart Business purchases in one place. Spend Analytics makes it easy to analyze spend by individual users, groups, or your whole organization.

**Shared Payments**

Allows organizations to share cards with multiple buyers. There is no limit on number of supported payment methods that can be added to an account.

**Item Subscriptions**

Save time by subscribing to items your organization frequently purchases so that they can be delivered on a recurring basis.



### Walmart Business Mobile App

The Walmart Business Mobile app makes it easier than ever for your organizational buyers to save time, money and hassle. Learn more about the mobile app including how to download at

<https://business.walmart.com/cp/walmart-business-mobile-app/3840462>

### Mobile curbside check-in

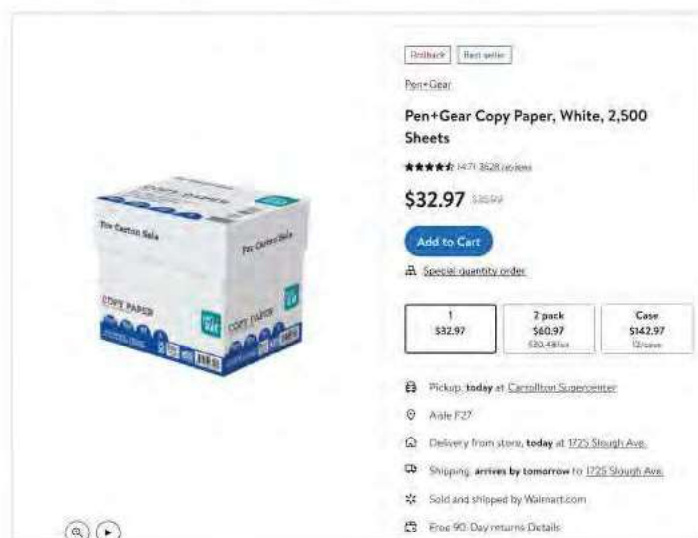
Save time on your store pickup orders by using mobile curbside check-in. Let us know in the app you're on your way, park in a designated spot, and we will bring your order to your vehicle.



### IN DEVELOPMENT

### Multi-user accounts with groups

Take advantage of additional functionality to create groups within your account and assign users to those groups while maintaining visibility across the entire organization.



### Buy More

Walmart Business will offer organization-friendly pack sizes with higher quantity limits specifically for organizations on everyday purchases. Special ordering will be available for high volume purchases.



**Buying policies and item restrictions**

Buying policies, spend limits, and approval flows will be able to be set and managed for organizational purchases including pre-defined monthly budgets, transaction-level limits, and restricted categories.

**Spend policies**

Guide buying for your team by setting purchasing policies. [Learn more](#)

**Category restrictions**

Flag or restrict categories for purchasing.

[Add category restriction](#)

**Walmart Pay**

Walmart Business mobile app will enable contactless payments for in store purchases with Walmart Pay. When done shopping, a customer can go to any checkout lane, scan your items, then hold your phone over the QR code on the register to pay. Walmart Pay will use credit cards, debit cards, purchase cards or gift cards saved to your Walmart Business account. All purchases through Walmart Pay will be automatically reflected in your account's purchase history.

**Mobile Scan & Go**

Walmart Business mobile app will enable check out as you shop to make store shopping fast and contactless. While shopping in store, scan item barcodes as you place them in your cart. Stop by a Scan & Go lane to pay in the app and get an exit pass before leaving the store.

**Item Scanner**

Walmart Business mobile app will make it easy to look up and re-order items with the app using product bar codes.

**FUTURE CAPABILITY****Expanded payment method options**

*We understand that organizations have the desire and expectation to utilize payment methods other than credit cards or purchase cards when shopping for supplies. We are planning future capabilities to allow for additional payment types including:*

- *Pay by Invoice/PO*
- *Pay by Bank/ACH*

**E-Procurement Integrations**

*Recognizing that many NCPA participating organizations have E-Procurement systems they use to make purchases, we will explore integrations with industry-leading platforms.*



### 5.6 Current Walmart Business Product Assortment and Availability

While our assortment is ever expanding, as of the submission of this proposal, Walmart Business offers one-stop shopping across more than 6 million SKUs with an average 91% in stock rate, with 95% of SKUs available for two-day or sooner shipping and more than 400K SKUs available for delivery or pickup at local stores across our Walmart U.S. store network. Please note that availability for two-day delivery and the exact subset of the 400K SKUs available at local stores will depend on your zip code.

We make organization shopping easier by organizing items into categories such as office, breakroom, restroom, technology, professional and facility—curating the top items for organizations browsing our site, while still enabling them to search a broader assortment.

In the section below, we have aligned our broad assortment of goods to the suggested categories requested in the proposal and provided the number of available SKUs in each category as of July 12, 2023 rounded to the nearest thousand.

**5.6.1 Office-** Walmart Business offers a competitive selection of office supply products including key national brands such as TCL, Gateway, and HP plus private brands such as onn, Pen+Gear, and Mainstays. Walmart Business has an [Office](#) shop page for easy navigation to our selection in this category. The Office category includes 1.2M SKUs across product categories such as:

- Business supplies and equipment
- Office supplies
- Office furniture
- Packing supplies
- Printers and toner
- Electronics
- Office décor and lighting

#### Shop for your office



Office Supplies



Technology



Office Furniture



Office Decor & Lighting

**5.6.2 Breakroom-** Walmart Business offers breakroom products including key national brands such as Hefty, Gevalia, and Maxwell House plus private brands such as Great Value and Sam's Choice. Walmart Business has a [Breakroom](#) shop page for easy navigation to our selection in this category. The Breakroom category includes 85K SKUs across product categories such as:

- Consumables (food, tea, coffee, snacks and beverages)
- Coffee machines
- Dish soap
- Household paper (tissue, paper towels, napkins, disposable dinnerware)

## Shop for your breakroom



Food &amp; Fresh



Cleaning



Kitchen Essentials



Appliances



Only at Walmart



As early as today

**5.6.3 Food, Grocery, Home and Kitchen** – National brands in this category include Keurig, Bissel, and Sterilite plus private brands such as Great Value, Marketside and Mainstays. Our selection in Food and Fresh can be browsed in the [Food and Fresh](#) shop page. The Food, Grocery, Home and Kitchen category includes 101K SKUs across product categories such as:

- Fresh and refrigerated
- Frozen
- Deli and bakery
- Packaged food and snacks
- Kitchen and dining supplies
- Kitchen appliances
- Kitchen décor and other related products
- Bottled water

## Shop Food &amp; Fresh



Fresh &amp; Refrigerated



Frozen



Deli &amp; Bakery



Packaged Food &amp; Snacks



Beverages, Coffee &amp; Tea



Beer, Wine &amp; Spirits

**5.6.4 Classroom** – We offer an ever-growing assortment of classroom supplies including key national brands such as Cosco, Pampers, and Crayola plus private brands such as Pen+Gear and Parent's Choice. Walmart Business has a [Classroom](#) shop page for ease of shopping with 2.6M SKUs across product categories such as:

- School supplies
- Teacher supplies
- Daycare supplies
- Laptops
- Calculators
- First aid supplies
- Sanitizing wipes
- Art supplies
- Décor
- Other related supplies such as books, magazines, crafts and toys



**Classroom**

School Supplies



Classroom Activities



Daycare



School Electronics

**5.6.5 Electronics, Technology and Audio-** Walmart Business offers key national brands such as TCL, Gateway, and HP plus private brands such as onn. Walmart Business has a [Technology](#) shop page for ease of shopping with 22K SKUs across product categories such as:

- Camera and video equipment
- Television
- Audio
- Cell phones
- Game consoles
- Electronic devices and accessories

**Shop Technology**[See less](#)

Laptops &amp; PCs



iPads &amp; Tablets



Monitors



Keyboards &amp; Mice



Laptops Bags &amp; Cases



Hard Drives, Storage &amp; Software



TV, Audio &amp; Projectors



Phones &amp; Accessories



Printers &amp; Scanners



Ink &amp; Toner



Cables, Networking &amp; Wifi



Cameras, Security &amp; Navigation

**5.6.6 Facilities** – Walmart Business offers a competitive selection of facilities products including key national brands such as Blackstone, Midea, and Rust-Oleum plus private brands such as Hyper Tough, Better Homes and Gardens, and Mainstays. Our selection can be browsed in the [Facility](#) shop page and includes 370K SKUs across product categories such as:

- Electrical
- Hardware
- Tools
- Plumbing
- BBQ supplies
- Gardening supplies
- Fitness equipment
- Storage and organization

## Shop for your facility



Cooling &amp; Heating



Electrical &amp; Hardware



Safety



Outdoors

**5.6.7 Restroom** – Walmart Business offers restroom products including key national brands such as Charmin, Bounty, and Dial plus private brands such as Assurance, Great Value, and Mainstays. Our selection can be browsed on the [Restroom](#) shop page and includes 41K SKUs across product categories such as:

- Cleaning supplies
- Disposables (towel, tissue, trash liners, air fresheners, soap, sanitizer)
- Trash receptacles
- Cleaning carts
- Décor
- Other related supplies

## Shop for your restroom



Cleaning Supplies



Paper Products &amp; Dispensers



Trash Bags &amp; Recycling

Shop all

Shop all

**5.6.8 Animal Supplies, Food and Equipment**– Key national brands such as Pedigree, Fancy Feast, and Frisbees plus private brands such as Ol'Roy and Pure Balance. The Animal Supplies, Food and Equipment category includes 29K SKUs across product categories such as:

- Mats
- Crates
- Bedding
- Litter
- Grooming
- Pet health and medical supplies
- Other related products and supplies



## Shop Pet Care



Dog



Cat



Other Pets

**5.6.9 Clothing** – Walmart Business offers a competitive selection of apparel products including key national brands such as Fruit of the Loom, Hanes, and Wrangler Workwear plus private brands such as Athletic Works, Tredsafe, and George. Our selection can be browsed in the [Apparel and Workwear](#) shop page includes 364K SKUs across product categories such as:

- Outerwear
- Innerwear
- Footwear
- Belts
- Shoes
- Uniforms
- Other related products and supplies

Shop by category

Men's shoes

Men's work shoes

Women's shoes

Women's work shoes

Scrubs

Scrubs

Nursing shoes

Nursing Shoes

**5.6.10 Miscellaneous and Other Categories**

Walmart Business offers an ever-expanding assortment for organization customers. Our [Professional](#) shop page features notable categories with wide assortment, including Automotive (540K SKUs), Sporting Goods (85K SKUs), Beauty (47K SKUs), and Seasonal (46K SKUs).

- Automotive
- Health and wellness
- Sporting goods
- Sport and fitness
- Beauty
- Hospitality
- Seasonal and celebration
- Gift cards

Professional shop

[See less](#)

Personal Care



Beauty



Health &amp; Wellness



Sports &amp; Fitness



Pet Care



Hospitality



Automotive



Gift Cards

### 5.7 Participating Public Agency Onboarding

Walmart Business understands that entering into a cooperative purchasing agreement will allow us to scale our offering across public sector agencies. Walmart Business will require potential participating public agencies to complete an onboarding process, which will include registration for a Walmart Business account, and a customer intake form to be completed by the public agency and submitted to Walmart. Walmart will review submissions and make an approval assessment in its sole discretion.





# Tab 6

## References

## TAB 6 REFERENCES

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

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume





# Tab 7

## Pricing

**TAB 7 PRICING****~~Marketplace Model or Dynamic Pricing:~~**

~~The pricing will be established by overall market trends to ensure that the end users and their entities are continually receiving the best value. An established contract will not need to be amended for price when the market goes up or down due to the market establishing the best value possible.~~

**~~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.~~

**7.1 Walmart’s Every Day Low Price**

Since 1962, Walmart has sought to provide a broad assortment of quality merchandise at everyday low prices (“EDLP”) to the communities we serve. Today with over 4,600 locations, we are now able to bring these savings to more customers through EDLP.

EDLP is Walmart’s pricing philosophy under which we price items at a low price every day so our customers trust that our prices will not change under frequent promotional activity. Walmart strives to offer the lowest prices in market. Walmart monitors its price position in a concerted effort to lead on price. We are excited to bring EDLP to NCPA Participating Agencies.

**7.2 Back to School**

Recognizing Classroom supplies as a specific requested category, we want to highlight that we are offering the school supply basket of the 14 most popular items on school supply lists at the same price as last year. Learn more by visiting <https://corporate.walmart.com/newsroom/2023/07/06/attention-teachers-students-walmart-is-going-big-on-back-to-school-savings>.

**7.3 Pricing evaluation**

To view our current pricing, navigate to [business.walmart.com](https://business.walmart.com) and select your location. A username and password are not required to access the site.

While browsing [business.walmart.com](https://business.walmart.com) for pricing and assortment, please note that we are only including in the scope of this proposal items that are shipped and sold by Walmart. To filter to those items, use the Retailer filter to select Walmart.

Pricing displayed to a customer at checkout will be Walmart’s price in effect for the selected product at the time of purchase. These prices will not include the administrative fee to be remitted to NCPA, which will be calculated separately. The administrative fee will not be charged to the customer. Walmart will use dynamic pricing for purposes of this contract. The pricing of merchandise sold by Walmart will be established unilaterally by Walmart based on Walmart’s ordinary course business operations. An established contract will not need to be amended for price when the pricing of merchandise goes up or down due to Walmart’s pricing changes.

**7.4 Sample price list**

A sample pricing Excel file has been included separately. The sample pricing file contains top items across categories specified in the RFP including Food, Consumables, Office Supplies, and Electronics. Pricing is month-to-date through July 23, 2023 and reflects the average price paid for orders fulfilled in Abilene, Texas and surrounding areas.





# Tab 8

## Value Added Products and Services

## TAB 8 VALUE ADDED PRODUCTS AND SERVICES

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

### 8.1 Additional Products/Services related to the scope of RFP

#### 8.1.1 Walmart Marketplace

*Walmart Marketplace is a community of sellers who offer products for sale to customers shopping on Walmart.com. Sellers have control over their business, including inventory, retail pricing, fulfillment, and customer care. Our sellers and their millions of amazing products help make Walmart Marketplace one of the fastest-growing eCommerce platforms in the U.S. To learn more, visit <https://marketplace.walmart.com/>.*

*All transactions with a customer on Walmart Marketplace are between the applicable marketplace seller and the customer, and the marketplace seller is the seller of record. Walmart.com is not a party to any transactions between the marketplace seller and the customer. As such, Walmart will not flow down any contractual or regulatory requirements to marketplace sellers under this solicitation or the resultant contract, and marketplace sellers and assortment are excluded from our offering under this solicitation.*

*We can discuss potentially expanding the scope of Walmart's offerings under this solicitation to include Walmart Marketplace if this is of interest to Region 14 ESC and NCPA.*

### 8.2 Marketing and training

*Walmart Business will collaborate with NCPA to determine sales and marketing activities that are established best practices for newly awarded suppliers. The marketing plan below is an example of how Walmart Business proposes to engage with NCPA to reach over 240,000 member organizations. We are open to providing additional marketing resources to be agreed upon after award.*

#### 8.2.1 Marketing

- **Marketing Collateral:** Walmart Business will work with NCPA to create a marketing collateral document demonstrating the benefits of the agreement to be sent to NCPA member organizations and to be used by Walmart Business sales and marketing teams.
  - **Events:** Walmart Business plans to attend national events such as ASBO, NAEP, NACUBO, and NIGP Annual Meetings that target education, state and local buyers and procurement decision makers. We also plan to attend local, state, and regional conferences and NCPA's annual events for suppliers. Walmart Business will display an NCPA placard when exhibiting at tradeshows sponsored by NCPA.
  - **Website:** Walmart Business will work with NCPA to create a co-branded microsite for participating agencies to review contract details, registration requirements and request onboarding support.
  - **Email campaigns:** Walmart Business will provide supporting content in relevant email campaigns to be sent to NCPA members.
  - **Webinar and Training Content:** Walmart Business will collaborate with NCPA to create webinar and training content to reach potential customers.
  - **Strategic marketing support:** Walmart Business marketing team will regularly meet with NCPA's marketing team to discuss promotions and other campaigns and identify plans and opportunities for additional marketing opportunities to participating agencies.
- Contract launch:** Walmart Business will collaborate with NCPA to ensure all marketing tasks are completed by launch date by participating in weekly calls as necessary leading to launch, providing



a subject matter expert for launch webinars hosted by NCPA, review and approval of a press release to be posted on NCPA website and approval of list media outlets for distribution by NCPA.

### 8.2.2 Training

Walmart Business intends to utilize our enterprise-wide Learning and Development team to implement a training program for public sector sales force personnel; store, market-level and regional management; and dedicated Customer Care Agents as applicable. Training for applicable personnel will be conducted monthly, beginning within one (1) month of the execution of the Master Agreement until all appropriate associates have been trained. Thereafter, training will be incorporated into the orientation of Walmart Business sales personnel, new Walmart store operations leadership, and Walmart Business Customer Care agents as applicable.

## 8.3 Programs and practices that may be advantageous to Public Agencies

### 8.3.1 Supplier Inclusion

As the world's largest retailer, Walmart strives to save people money so they can live better. We're continuing to build an inclusive supply chain that reflects our customer, and it's imperative that we provide products and services that resonate and meet our customers' needs. Our customers represent all of America, and we want to be sure our suppliers do, too. The 2021 Supplier Inclusion Economic Impact Report details how diverse suppliers add to the economic vitality of the communities we work and serve and can be viewed at <https://corporate.walmart.com/media-library/document/walmart-economic-impact-2021/proxyDocument?id=00000182-cb6d-dd63-a3d2-db6f06170000>.

### 8.3.2 Awards & Recognition

- [WBENC Hall of Fame Induction](#)
- Currently one of [America's Top Corporations for Women's Business Enterprises](#) – the Women's Business Enterprise National Council (WBENC)
- WE USA award recognition
- 2022 Arizona Million Dollar Circle of Excellence (MDCE)
- 2021 Five-Star Procurement, Employment, and Governance rating from the Hispanic Association on Corporate Responsibility's [Corporate Inclusion Index](#)
- [Best of the Best Top Disability-Friendly Companies List](#) – DIVERSEability magazine
- Best of the Best Top Supplier Program Lists:
  - [2022 Black EOE Journal](#)
  - [2021 Hispanic Network Magazine](#)
  - [2021 U.S. Veterans Magazine](#)
  - [2021 Professional Women's Magazine](#)

To read more about Walmart's Supplier Inclusion program including insights and events, visit <https://corporate.walmart.com/suppliers/supplier-inclusion>

## 8.4 Customer service

Walmart Business provides customer service in two main ways: 1) in our stores, and 2) through our dedicated Walmart Business Care Center.

- **In store:** Walmart has approximately 4,600+ Supercenters, Division 1, and Neighborhood Market stores that provide customer service, returns, refunds, and other services from 7am to 9pm local time in most locations.

- **Walmart Business Customer Care Center:** Customers can email, chat, and access a dedicated call center that operates from 7am-8pm CT(Monday-Friday) 8am-5pm CT(Saturday-Sunday). After hours, customers can self-service using resources available on <https://business.walmart.com/help>.





# Tab 9

## Required Documents

**Tab 9 - REQUIRED DOCUMENTS**

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- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA – N/A – Walmart will not provide products or services to any participating agency using FTA funding
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum



## FEDERAL FUNDS CERTIFICATIONS

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Subject to other provisions in this Master Agreement, Participating Agencies may elect to use federal grant funds to purchase from Walmart under the Master Agreement as a contractor, not a subgrantee. The following certifications and provisions may be required and apply when a Participating Agency expends federal grant funds subject to 2 C.F.R. Part 200 -for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327~~6~~, 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. For avoidance of doubt, Walmart is not a U.S. federal grant recipient or subrecipient, but does agree to accept the provisions of 2 C.F.R. Part 200, Appendix II below, as apply to contractors, to the extent applicable. Many of the provisions below are inapplicable to Walmart's performance under the contract, including, for example, affirmative action and prevailing wage provisions that apply solely to construction contractors, mechanics, and laborers. Other provisions will not apply absent purchases above the triggering dollar thresholds.

### 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 601.3 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 I above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally



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

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

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

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

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

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating



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

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

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

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

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
  - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a



Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

Not applicable. Walmart will not agree to accept funds from the Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration under this contract.

### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of ~~any applicable federal the A~~ 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 to the extent applicable.

**CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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~~By the signature below (Under Federal Required Signatures), 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.

Walmart is committed to environmental protection and preservation of our natural resources. It is the policy of Walmart to comply with all applicable environmental laws and regulations and the company maintains risk-based controls and procedures to help ensure compliance with this policy. Walmart believes that compliance with all applicable environmental laws and regulations is one of the core foundations for environmental sustainability and becoming a regenerative company.



## CONTRACTOR REQUIREMENTS

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### Contractor Certification Contractor's Employment Eligibility

By entering the contract, Vendor-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 with applicable immigration laws under their authority from any Vendor-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-Vendor or any of its subcontractors are not in compliance with applicable immigration laws under their authority, 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.~~

It is the policy of Walmart to comply with all applicable labor and employment laws and regulations. Walmart maintains risk-based controls and procedures to help ensure compliance with all applicable requirements in all locations where we operate.

### 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 these 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.~~

Not applicable. Walmart will not provide services under this contract.

**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.~~

Not applicable. These citations to Arizona statutes are not applicable to this contract, and at least one of the citations has been repealed. It is the policy of Walmart to comply with all applicable economic sanctions laws and regulations, including those administered by the United States. Walmart maintains risk-based controls and procedures to help ensure compliance with this policy and protect the company from engaging with countries, regions or parties that are subject to comprehensive sanctions.



## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

### ~~Section intentionally omitted. Walmart will not accept any FTA funding under this Agreement.~~ ~~ACCESS TO RECORDS AND REPORTS~~

~~Contractor agrees to:~~

~~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.~~

~~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

~~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.~~

~~Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:~~

~~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.~~

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

~~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.~~

~~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.~~

~~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.~~

~~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.~~

~~**Non Discrimination Assurances.** Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).~~

~~**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.~~

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

## ~~ENERGY CONSERVATION REQUIREMENTS~~

~~Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301.10.~~

## ~~FEDERAL CHANGES~~

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

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



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

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

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

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

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

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

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

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

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



**FEDERAL REQUIRED SIGNATURES**

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

Offeror Walmart Inc.

Address 702 SW 8<sup>th</sup> Street

City/State/Zip Bentonville, Arkansas, 72716-5561

Authorized Signature  \_\_\_\_\_

Date July 27, 2023 | 04:33 CDT

**ANTITRUST CERTIFICATION STATEMENTS**  
**TEXAS GOVERNMENT CODE § 2155.005**

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

- (4) 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 Walmart Inc.


Address 702 SW 8<sup>h</sup> Street

City/State/Zip Bentonville, Arkansas, 72716-5561

Telephone Number  \_\_\_\_\_

Fax Number N/A

Email Address  \_\_\_\_\_

Printed Name  \_\_\_\_\_

Title Senior Vice President & General Manager

Authorized Signature  \_\_\_\_\_



## STATE NOTICE ADDENDUM

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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>



## NOTICE TO OFFEROR ADDENDUM NO. 1

RFP # 13-23

### Competitive Solicitation by Region 14 Education Service Center for Retail and Wholesale Merchandise Solutions and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Retail and Wholesale Merchandise Solutions and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Retail and Wholesale Merchandise Solutions and Services.

*See Addendum No. 1 Acknowledgement included on the last page.*

#### **QUESTIONS AND ANSWERS:**

1. Question: There appears to be a typographical error in the RFP. Is the estimated annual volume of total sales under the product/services category (i) \$250,000, (ii) \$250,000,000, or (iii) some other amount?

*Answer: See #1 in Changes to RFP included in this Addendum. The estimate is \$250M.*



2. Question: Can you confirm that the administrative fee will be calculated as follows: The first \$30 million in sales in a given calendar year will be subject to a 2% fee, sales in the same calendar year between \$30,000,001 – \$50 million will be subject to a 1.5% fee, and any sales in the same calendar year above \$50 million will be subject to a 1% fee.

*Answer: Correct and the fee calculation will restart each calendar year.*

3. Question: Can NCPA confirm that “sales” for purposes of calculation of the administrative fee excludes taxes, and costs and fees related to shipping and delivery?

*Answer: Yes. Please also clarify in the response any assumptions or items that are not being included in the fee.*

4. Question: How should an offeror reflect proposed deviations or exceptions to the Master Agreement – General Terms and Conditions and the NCPA Administration Agreement? For example, clean versions, redline versions, or both?

*Answer: Any deviations or exceptions should be noted as part of the response that will be discussed and negotiated, redlines or tracked changes are accepted.*

5. Question: What are the specific product solutions?

*Answer: Vendors may submit their full product solutions. See Tab 5 for more details and a list of suggested categories.*

6. Question: Can you provide a description or list of product solutions to be included?

*Answer: See Answer to Question #5 included in this Addendum.*

7. Question: Are you looking for turnkey or custom solutions?

*Answer: All offerings may be accepted including but not limited to turnkey or custom solutions however offerings do not need to include turnkey or custom solutions.*

Addendum No. 1 is hereby issued as follows:

**CHANGES TO THE RFP:**

1. Page 11, remove the paragraph under Estimated Quantities and replace with the following:

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 **\$250M** annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.


*All other items in the RFP shall remain.*




## RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Walmart Inc.

Contact Person 

Signature 

Date July 27, 2023 | 04:33 CDT



**REQUEST FOR PROPOSAL (RFP) FOR**  
Retail and Wholesale Merchandise Solutions and Services

**SOLICITATION NUMBER**  
**13-23**

**PUBLICATION DATE**  
**June 20<sup>th</sup>, 2023**



Competitive Solicitation by  
Region 14 Education Service Center  
for  
Retail and Wholesale Merchandise Solutions  
on behalf of itself and other Government Agencies  
and made available through the  
National Cooperative Purchasing Alliance  
RFP # 13-23



## **NOTICE TO RESPONDENT:**

Submittal Deadline:

Thursday, July 27<sup>th</sup>, 2023, 2:00pm CT

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday July 20<sup>th</sup>, 2023. All questions and answers will be posted to <https://info.omniapartners.com/solicitations>.

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

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

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](https://ncpa.bonfirehub.com)

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

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

## INTRODUCTION/SCOPE

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Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Retail and Wholesale Merchandise Solutions and Services.

Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
- Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.



# INSTRUCTIONS TO RESPONDENTS

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## Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
- Marketplace Model or Dynamic Pricing:
  - The pricing will be established by overall market trends to ensure that the end users and their entities are continually receiving the best value. An established contract will not need to be amended for price when the market goes up or down due to the market establishing the best value possible.

## Public Bid Opening

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email [contracts@ncpa.us](mailto:contracts@ncpa.us) by 4:00 pm the day before the bid opening date to receive an invitation.

## Required Proposal Format

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

## Tabs

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

## **TAB 1**

### **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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#### **Customer Support**

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

#### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

#### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

#### **Shipments (if applicable)**

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

#### **Tax Exempt Status**



Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

### **Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

### **Adding Authorized Distributors/Dealers**

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract.

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. Marketplace Model or Dynamic Pricing:

The pricing will be established by overall market trends to ensure that the end users and their entities are continually receiving the best value. An established contract will not need to be amended for price when the market goes up or down due to the market establishing the best value possible.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

### **Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

**Safety**

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

**Permits**

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

**Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

**Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**Supplemental Agreements, Warehouse/Wholesale or Marketplace/Retail Membership Programs**

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement, warehouse/wholesale or marketplace/retail membership program 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, warehouse/wholesale or marketplace/retail membership program developed as a result of this contract is exclusively between the participating entity and awarded vendor.

**Certificates of Insurance**

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

**Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**Protest**



A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

### **Force Majeure**

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

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

### **Prevailing Wage**

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

### **Termination**

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

**Open Records Policy**

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

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



## **PROCESS**

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

### **Contract Administration**

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### **Contract Waiver**

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

### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

### **Competitive Range**

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

### **Deviations and Exceptions**

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

**Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is 250,000 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

**Evaluation**

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

**Formation of Contract**

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

**NCPA Administrative Agreement**

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

**Clarifications/Discussions**

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

**Multiple Awards**

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



**Past Performance**

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

## **EVALUATION CRITERIA**

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### **Pricing (40 points)**

#### **Electronic Price 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.
- Respondent must provide pricing based on their marketplace model or dynamic pricing.
- Respondent shall provide access to pricing via user ID and password or a hyperlink for use during pricing evaluation.

### **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.
- 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 (20 points)**

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

### **Value Added Products/Services Description, (8 points)**

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Programs and practices that may be advantageous to Public Agencies
- Customer Service

### **Technology for Supporting the Program (7 points)**

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services



## SIGNATURE FORM

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

Prices are guaranteed: **120 days**

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Company Name

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Address

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City

State

Zip

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Telephone Number

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Fax Number

---

Email Address

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Printed Name

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Position

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Authorized Signature

## **TAB 2**

### **NCPA ADMINISTRATION AGREEMENT**

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance ("NCPA") and \_\_\_\_\_ ("Vendor").

#### **Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Retail and Wholesale Merchandise Solutions and Services ;

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 Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration 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 Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.



- Contractor 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 Contractor 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 Participating 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 Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating 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 Participating 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 Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration 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 Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor 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 Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration 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 Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration 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 Administration 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 Administration Agreement.
- This Administration 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.

### **Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

### **Fees and Reporting**

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

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

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

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

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

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



ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance  
Organization

Sarah Vavra

Name

Sr. Vice President, Public Sector Contracting  
Title

5001 Aspen grove  
Address

Franklin, TN 37067  
Address

Signature

Date

Vendor Name

Name

Title

Address

Address

Signature

Date

## TAB 3

### VENDOR QUESTIONNAIRE

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

#### Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.

<input type="checkbox"/> <b>All 50 States &amp; District of Columbia</b> (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micrones	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	



<input type="checkbox"/> <b>All Canada Provinces and Territories</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes
 ☐ Maybe
 ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes
 ☐ Maybe
 ☐ No

### 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.

<input type="checkbox"/> Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise	<input type="checkbox"/> Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business
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### Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization  
☐ No, we do not have any programs in place.  
☐ Yes, we have programs in place.

**Residency**

Responding Company's principal place of business is in the city of \_\_\_\_\_,  
State of \_\_\_\_\_.

**Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

- ☐ A publicly 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

**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 Contact Information**

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Pricing Information**

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- ☐ Yes      ☐ No



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

☐ Yes      ☐ No

**Cooperatives**

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

## TAB 4

### VENDOR PROFILE

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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.
  - Provide a list of Wholesale locations.
- 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.)

- If warehouse/wholesale or retail membership program, registration/enrollment process and fees required by Participating Agency. Detail the membership accessibilities and length of membership access. Provide a copy of the membership application and terms and conditions documents.
- Green Initiatives (if applicable)
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
- Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.
- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



## TAB 5

### PRODUCTS AND SERVICES

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Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

#### Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

#### Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- This solicitation seeks the convenience of one-stop shopping, a broad assortment of goods and the ability to shop online through mobile apps or shopping in a store that includes the convenience of curbside pickup, mobile scan and go, and other quick delivery methods supplier(s) offer. The awarded supplier(s) should have the ability to offer many or all the categories stated in the scope of work. The awarded supplier(s) should have sufficient local inventories to be able to provide daily support of Participating Agencies requirements. The awarded supplier(s) should have a comprehensive line of general merchandise that, under normal conditions, is in-stock, on-hand, and available for immediate pick up or business delivery.

The following is a list of suggested (but not limited to) Retail and Wholesale Merchandise Solutions and Services categories. List all categories along with manufacturer that you are responding with:

- **Office** – like business supplies and equipment, office supplies, office furniture, packing supplies, printers, toner, electronics, office décor and lighting, and other related products and supplies.
- **Breakroom** – consumables (food, tea, coffee, snacks, vending machines and other related supplies such as dish soap, coffee machines, tissue, etc.
- **Food, Grocery, Home and Kitchen - including** fresh and refrigerated, frozen, deli and bakery, packaged foods and snacks, kitchen and dining supplies, appliances, décor and other related products.

- **Classroom** – like school supplies, teacher supplies, daycare, laptops, calculators, first aid supplies, sanitizing wipes, art supplies, décor, and all other related supplies and products.
- **Electronics, Technology and Audio Visual**– camera and video equipment, television, and audio (including portable), cell phones, game consoles, décor, electronic devices and accessories, and related products and supplies.
- **Facilities** – things like electrical, hardware, safety, tools, lights, HVAC, plumbing, BBQ supplies, gardening supplies, fitness equipment, décor, storage and organization, and other related products.
- **Restroom** – cleaning supplies, disposables (towel, tissue, trash liners, air fresheners, soap, sanitizer, mops), trash receptacles, cleaning carts, décor, and related supplies.
- **Animal Supplies, Food and Equipment** – mats, crates, bedding, litter, grooming, health and medical supplies, and other related products and accessories.
- **Clothing** – apparel including outerwear and innerwear, footwear, belts, shoes, uniforms, and other related products and supplies.
- **Miscellaneous and Other Categories, like but not limited to:**
  - **Gas**
  - **Automotive Care**
  - **Business Services**
  - **Beauty**
  - **Sport & Fitness**
  - **Hospitality**
  - **Gift cards**
  - **Services such as assembly and installation**
  - **Photos and Customization**
  - **Bonus Offers**
  - **Business Delivery**
  - **Club Services and Event Savings**
  - **Bottled Water**
  - **Wholesale Club Partners**
  - **Optical and Health Services**

## **TAB 6**

### **REFERENCES**

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

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume



## **TAB 7**

### **PRICING**

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#### Marketplace Model or Dynamic Pricing:

- The pricing will be established by overall market trends to ensure that the end users and their entities are continually receiving the best value. An established contract will not need to be amended for price when the market goes up or down due to the market establishing the best value possible.

#### Not To Exceed Pricing

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

**TAB 8**  
**VALUE ADDED PRODUCTS AND SERVICES**

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

## **TAB 9**

### **REQUIRED DOCUMENTS**

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- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum



## FEDERAL FUNDS CERTIFICATIONS

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

### APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### **CERTIFICATION OF ACCESS TO RECORDS**

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

#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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By the signature below (Under Federal Required Signatures), 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.



## **CONTRACTOR REQUIREMENTS**

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### **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.

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.



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

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

## **DISADVANTAGED BUSINESS PARTICIPATION**

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

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

## **ENERGY CONSERVATION REQUIREMENTS**

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

## **FEDERAL CHANGES**

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

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

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

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

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

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

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

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

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.*



## **FEDERAL REQUIRED SIGNATURES**

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

Offeror \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

## **ANTITRUST CERTIFICATION STATEMENTS**

### **TEXAS GOVERNMENT CODE § 2155.005**

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

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

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

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

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

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

## STATE NOTICE ADDENDUM

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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>