

Public Library Service Agreement

This Public Library Service Agreement ("Agreement") is dated May 6, 2025 ("Effective Date") and is between Demco, Inc., which will do business in California as Demco Supply Inc., a Wisconsin corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County previously purchased from the Contractor library furniture, equipment and supplies under Procurement Agreement P24-694 with discount pricing offered under the OMNIA Partner's contract.

B. The County's Purchasing Manual allows the County to utilize contracts that have been competitively bid by other government agencies and cooperative purchasing groups, including OMNIA Partners.

C. The Contractor is a library and educational supplier of furnishing, fixtures, consulting and interior design for library spaces, manufacturer warranty, installation services, circulation technology solutions equipment and supplies, library equipment, circulation browsing organization shelf products, and supplies, instructional supplies, classroom supplies and equipment, learning materials, book care, book protection, displays, facilities supplies, storage equipment, shelving and racks, and archival products.

D. On September 1, 2022, the Region 14 Education Service Center (ESC), in conjunction with OMNIA Partners and National Cooperative Purchasing Alliance Administration Agreement (NCPA) issued contract number 07-85 by Region 14 ESC, RFP #24-22 discount pricing for Furniture with the added value of discounts on Equipment, Learning Materials, and Supplies (Omnia Contract).

E. The County desires to enter into an agreement with the Contractor that will supersede and replace Procurement Agreement P24-694 for provision of these supplies and services, and the Contractor is willing and able to provide discounted pricing in accordance with the OMNIA Contract.

The parties therefore agree as follows, in consideration of the mutual covenants, terms and conditions herein contained, that Procurement Agreement P24-694 shall be superseded and replaced in its entirety by this Agreement, and further agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services, Product and Supplies.** The Contractor shall perform library space interior
4 design services and provide public library furniture, shelving, library products, equipment, learning
5 materials, supplies, and installation services as described in Exhibit A, which is attached and
6 incorporated by this reference.

7 1.2 **Additional Products and Services.** The Agreement includes any additional products/services
8 available described in Exhibit A including but not limited to additional services for library space design
9 for furnishing and fixtures, freight/shipping, price breaks, and installation.

10 1.3 **Representation.** The Contractor discount pricing under the OMNIA Contract shall be applied to
11 this Agreement, as described in Exhibit B Compensation, which is attached and incorporated by this
12 reference.

13 1.4 **Prevailing Wage.** For any portion of any of the work, service, and/or function (including, but not
14 limited to, any construction, alteration, installation, demolition, repair, or maintenance work), to be
15 performed that is a "public work" for the purposes of Chapter 1 (commencing with § 1720) of Part 7 of
16 Division 2 of the California Labor Code (collectively, "Chapter 1 of the Labor Code"), (i) Contractor shall
17 comply with, and cause all such contractors and/or suppliers (including their respective sub-contractors
18 at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code, and (ii) prior to
19 causing any work to be performed under any agreements with any contractors and/or suppliers, or
20 otherwise, Contractor shall incorporate all of the provisions of this Section 1.3 into such agreements.

21 Information pertaining to applicable Prevailing Wage Rates may be found on the website for the
22 State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.

23 Information pertaining to applicable prevailing wage rates for apprentices may be found on the website
24 for the State of California – Department of Industrial Relations at
25 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

26 The work to be done on furniture projects will involve the installation of furniture systems and
27 related components. In accordance with Labor Code section 1770, et seq., the Director of the
28 Department of Industrial Relations of the State of California has determined the general prevailing

1 wages rates and employer payments for health and welfare pension, vacation, travel time and
2 subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs
3 authorized by Section 3093, and similar purposes applicable to the work to be done.

4 It shall be mandatory upon the Contractor and upon any subcontractor to pay not less than the
5 prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics
6 employed on this public work project, including those workers employed as apprentices. Further,
7 Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6
8 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall
9 be posted by the Contractor at the job site where it will be available to any interested party.

10 Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two
11 Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less than the
12 prevailing wage rates for the work or craft in which the worker is employed for any work done under
13 identified project by Contractor or by any subcontractor under Contractor in violation of Labor Code
14 section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and
15 amount paid to each worker for each calendar day or portion thereof for which each worker was paid
16 less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

17 Contractor and all subcontractors shall keep an accurate record showing the names, address, social
18 security number, work classification, straight time and overtime hours worked each day and week, and
19 the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed
20 by him or her in connection with this public work project. In accordance with Labor Code section 1776,
21 each payroll record shall be certified and verified by a written declaration under penalty of perjury
22 stating that the information within the payroll record is true and correct and that the Contractor or
23 subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any
24 work performed by its employees on this public work project. These records shall be open at all
25 reasonable hours to inspection by the County, its officers and agents, and to the representatives of the
26 State of California – Department of Industrial Relations, including but not limited to the Division of Labor
27 Standards Enforcement
28

1.5 **Additional Items.** The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

1.6 The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

Article 2

County's Responsibilities

2.1 **County Contract Administrator.** The County appoints County Librarian, or her or his designee, as the County's Contract Administrator with full authority to deal with the Contractor in all matters concerning this Agreement.

2.2 **Written Acceptance.** The County shall set up a login account and shall provide a written acceptance of all orders, upon the County's determination that the Contractor has fully performed under the order, at the end of an order, as applicable.

Article 3

Compensation, Invoices and Payments

3.1 **Compensation.** The County agrees to pay, and the Contractor agrees to receive compensation for services under this Agreement as described in Exhibit B, which is attached and incorporated by this reference.

3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement is \$15,000,000 during the total term of this Agreement. This maximum compensation amount expressly includes the \$190,000 maximum compensation of Procurement Agreement P24-694.

The Contractor acknowledges that the County is a local government entity and does so with the notice that the County's powers are limited by the California Constitution and the State law, and with notice that the Contractor may receive compensation under this Agreement according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 **Ordering Product and Services.** To ensure Agreement discounts, County shall set up an online account at demco.com and subscribe to email notices. This shall establish the account with

automatic discounting applies to the items in shopping cart, as defined in Exhibit A and B. For complex large orders and projects over \$2,000, the County shall contact the assigned Contractor Design Consultant for assessment, consulting, interior design, and project management services to receive floor plans and discount pricing summary for project-based pricing, installation, and design services.

3.4 **Invoices.** The Contractor shall submit invoices to County. The Agreement number must appear on all shipping documents and invoices to Fresno County Public Library, Attention: Business Office, 2420 Mariposa Street, Fresno CA 93721, purchasing@fresnolibrary.org.

3.5 **Payment.** The County shall pay Contractor within 45 days after receiving the satisfactory invoice. The County shall remit any payment to the Contractor's address specified in the invoice.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective upon the Effective Date and terminates no more than three years from the Effective Date, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The County Librarian or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notice

5.1 **Contract Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

County:

County Librarian
County of Fresno
Contractdistribution@fresnolibrary.org
2420 Mariposa St
Fresno CA 93721

Contractor:

Kristopher L. Snow, Contracts Facilitator
DEMCO, Inc
contracts@demco.com
4810 Forest Run Rd
Madison WI 53704
Mailing address:
PO BOX 7488
Madison, WI 53707-7488

5.2 Change of Contract Information. Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 Method of Delivery. Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice; the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County party or designee listed Article 5 may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor and Required Documents

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is, at all times, acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County.

7.2 **Required Documents of compliance with rules and regulations provision.** Federal Funds Certification, Clean Air and Water Act & Debarment Notice, Contractor's Requirements, Antitrust Certification Statements, Required Clauses for Federal Assistance by FTA and State Notice Addendum, as described in Exhibit C.

7.3 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.4 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

7.5 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

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3 **Article 8**

4 **Indemnity and Defense**

5 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including
6 its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs,
7 expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County,
8 the Contractor, or any third party that arise from or relate to the performance or failure to perform by the
9 Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The
10 County may conduct or participate in its own defense without affecting the Contractor's obligation to
11 indemnify and hold harmless or defend the County.

12 The provisions of this Article 8 shall survive termination or expiration of this Agreement.

13 **Article 9**

14 **Insurance**

15 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
16 Agreement

17 **Article 10**

18 **Inspections, Audits, and Public Records**

19 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County
20 may examine at any time during Business Hours and as often as the County deems necessary, all of
21 the Contractor's records and data with respect to the matters covered by this Agreement, excluding
22 attorney-Contractor privileged communications. The Contractor shall, upon request by the County,
23 permit the County to audit and inspect all of such records and data to ensure the Contractor's
24 compliance with the terms of this Agreement.

25 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
26 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the California
27 State Auditor, as provided in Government Code section 8546.7, for a period of three years after final
28 payment under this Agreement. This section survives the termination of this Agreement.

1 10.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of
2 this Agreement or any record or data that the Contractor may provide to the County. The County's
3 public disclosure of this Agreement or any record or data that the Contractor may provide to the County
4 may include but is not limited to the following:

5 (A) The County may voluntarily, or upon request by any member of the public or governmental
6 agency, disclose this Agreement to the public or such governmental agency.

7 (B) The County may voluntarily, or upon request by any member of the public or
8 governmental agency, disclose to the public or such governmental agency any record or
9 data that the Contractor may provide to the County, unless such disclosure is prohibited
10 by court order.

11 (C) This Agreement, and any record or data that the Contractor may provide to the County, is
12 subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5,
13 Division 2, Part 1, Chapter 9, beginning with section 54950).

14 (D) This Agreement, and any record or data that the Contractor may provide to the County, is
15 subject to public disclosure as a public record under the California Public Records Act
16 (California Government Code, Title 1, Division 10, Chapter 3, beginning with section 7920.000)
17 ("CPRA")

18 (E) This Agreement, and any record or data that the Contractor may provide to the County, is
19 subject to public disclosure as information concerning the conduct of the people's business of
20 the State of California under California Constitution, Article 1, section 3, subdivision (b).

21 (F) Any marking of confidentiality or restricted access upon or otherwise made with respect to
22 any record or data that the Contractor may provide to the County shall be disregarded and
23 have no effect on the County's right or duty to disclose to the public or governmental agency
24 any such record or data.

25 10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA
26 to publicly disclose any record that is in the Contractor's possession or control, and which the County
27 has a right, under any provision of this Agreement or applicable law, to possess or control, then the
28 County may demand, in writing, that the Contractor deliver to the County, for purposes of public

disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 Applicability. This Article 11 applies if the Contractor is operating as a corporation or changes its status to operate as a corporation.

11.2 Duty to Disclose. If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 Definition. "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

1 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement
2 may not be modified, and no waiver is effective, except by written agreement signed by both parties.
3 The Contractor acknowledges that County employees have no authority to modify this Agreement
4 except as expressly provided in this Agreement.

5 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this
6 Agreement without the prior written consent of the other party.

7 12.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to
8 this Agreement.

9 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County,
10 California. The Contractor consents to California jurisdiction for actions arising from or related to this
11 Agreement, and, subject to the Government Claims Act, all such actions must be brought and
12 maintained in Fresno County.

13 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If
14 anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity
15 shall not be resolved by construing the terms of this Agreement against either party.

16 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

17 12.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are
18 not part of this Agreement.

19 12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be
20 unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties
21 shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and
22 enforceable terms intended to accomplish the parties' original intent.

23 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall not
24 unlawfully discriminate against any employee or applicant for employment, or recipient of services,
25 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
26 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
27 age, sexual orientation, military status or veteran status pursuant to all applicable State of California
28 and federal statutes and regulation.

12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

1. The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.
2. The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes,

1 including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2)
2 has the same force and effect as the valid original handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5,
4 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
5 2.5, beginning with Section 1633.1).

6 (D) Each party using a digital signature represents that it has undertaken and satisfied the
7 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
8 and agrees that each other party may rely upon that representation.

9 (E) This Agreement is not conditioned upon the parties conducting the transactions under it by
10 electronic means and either party may sign this Agreement with an original handwritten
11 signature.

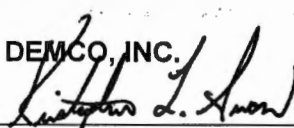
12 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and
13 all of which together constitute this Agreement.

14 The Contractor further represents to the County that if the Contractor changes its agent for
15 service of process in California, or the Contractor's agent for service of process in California changes
16 its address for receiving such service of process in California, which changed information the
17 Contractor shall maintain with the office of the California Secretary of State, the Contractor shall give
18 the County written notice thereof within five calendar days thereof pursuant to Article 5 "Notices".
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[SIGNATURE PAGE FOLLOWS]

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2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date
3 first hereinabove written.

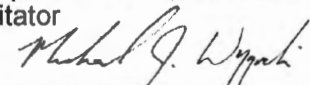
4
5 DEMCO, INC.

6 
7 (Authorized Signature)

8 Kristopher L Snow, Contracts Facilitator

9 Print Name & Title

10 Kristopher L Snow, Contracts
Facilitator

11 
(Authorized Signature)

12 Michael J Wygocki
13 Executive Director of Customer
Success

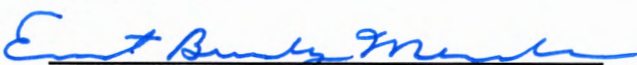
14 4810 Forest Run Rd

Madison, WI 53704

15 Contracts@demco.com

16 Email address -contract

COUNTY OF FRESNO


Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

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ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By: 

Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 7511, 7521, 7530, 8863,
8865, 8873, 8868

Fund: 0107, 0400

Subclass: 10000, 13061, 10063,
10065, 10073, 10068

Account No.: 7265, 7385, , 7295, 7406,
8300

Exhibit A

SCOPE OF SERVICES

Product and Supplies

Contractor shall provide, upon request, public library furniture, shelving, products, equipment, learning materials, supplies, book mending supplies, and installation services. Contractor shall assist County with making a determination of their individual needs

Services

Library interior space consulting and interior design services, installation and delivery. Refer to Compensation Exhibit B for details.

Products

The DEMCO full line catalog (website www.demco.com) is available for full product listing that range from library supplies, book and mending supplies, learning materials, products, arts and craft supplies, display, signage, etc. Below is a limited list of products and supplies.

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

Demco Full Line Catalog - Items on www.demco.com

Catalog Public Library Catalog

Catalog Interior Design Furnishing

Catalog Book Care and Display

- Demco Classroom, Makerspace & Library Furniture Propriety Lines, includes Demco Colorscape, Technolink, TotalLibra, Liberation
- Equipment Other– Demco full line catalog -items on www.demco.com
- Equipment Other - Book Return Drop Box
- Equipment Other – Book Truck Cart
- Furniture Demco full line catalog
- Products - Ancillary Furniture Products
- Area carpet
- Branch display frames
- Browsing Organization Shelf Products, ShelfSpark
- Mural in library space
- Signage Interior
- Storage and Organization Units
- Learning Materials - Demco Full Line Catalog - Items on www.demco.com
- Library Security Supplies – security mirrors, security book tags
- School Supplies – art & craft, bookmarks
- Supplies other –labels, book protection, repair, wayfinding. Demco full line catalog
- Supplies Book Care Mending
- Supplies Steel Book End Support
- Supplies Organization Display Storage, Sign holder, Magazine storage, Hanging Pouches & Easel

Furniture

The following is a list of suggested (but not limited to) Furniture categories. Refer to Exhibit B Compensation for details for manufacturer/brand available and pricing.

- Public Space Furniture -Library / Classroom /Shelving /Educational/Library End Panels by brand and Demco full line catalog.
- Audio / Visual Furniture
- Auditoriums and Theaters
- Conference or Breakroom / Training
- Lighting
- Lounge / Reception
- Office
- Seating / Chairs
- Tables / Meeting Conference Room
- Library Workstations

Furniture Brand by Category

- Summary by Brand, Category, pricing and additional comments

Other Brand

Brand	Category
Allied	Library furniture, panels, tables, meeting conference room, workstations, science lab, ancillary furniture, seating/chairs,
AMTAB	Library furniture, classroom, conference room, seating, chairs
AC Furniture	Audio/Visual Furniture, Seating/Chairs, Tables/Meeting Conference Room
Allermuir, LTC	Classroom, Library Furniture, Library End Panels
Arcadia	Lounge/Reception, Seating/Chairs
BIOFIT	Classroom & Library Furniture

Brand	Category
Claridge®	Classroom Furniture & Library (Markerboards)
Copenicus	Classroom & Library Furniture
ECR4Kids	Classroom & Library Furniture, lounge/reception, conference, library other
Encore Seating	Seating/Chairs
Encore ON-Q	Seating/Chairs
High Point Furniture	Lounge/Reception, Library, Classroom, Office, Tables
Ironwood Manufacturing Inc.	Classroom & Library Furniture
Jonti-Craft	Classroom & Library Furniture
Joy Carpets	Classroom & Library Furniture
LESRO	Lounge/reception
Marvel® - Pronto	Filing Storage, Workstation, Conference Room
Marvel® - All Other Lines	Filing Storage, Workstation, Conference Room
Mooreco	All. Classroom furniture, library furniture, filing, storage, workstations, conference, lounge, reception, seating, tables, science lab, outdoor, related furniture items for space
Muzo (ABF) - Westcoast	Tables/Meeting Conference Room
Muzo (ABF) - All Other Lines	Tables/Meeting Conference Room
Palmer Hamilton	Classroom & Library Furniture
Palmieri	Classroom & Library Furniture
Paragon	Classroom & Library Furniture
Safeco	Filing storage, Library furniture, classroom, workstations, lighting, reception, conference room
Sandusky Lee	Filing Storage
Smith Systems	Classroom & Library Furniture, Science lab furniture, studio
Spectrum	Audio/Visual Furniture, Filing Storage, Seating/Chairs
USA Capitol Seating	Seating/Chairs
Whitney Brothers	Classroom & Library Furniture
Wisconsin Bench	Seating, chairs, Library, tables, etc
Wisco Industries	Ancillary Furniture
Wood Designs	Classroom & Library Furniture

Additional Services

ADDITIONAL SERVICES

Service		Additional Comments
Library Consulting and Interior Design	Assessment space requirements, design development, layout and design, product specification and 2D, 3D and virtual reality renderings. Product consultation. Ongoing support through installation.	Project based service for furniture, fixtures, and shelving purchases.
	Space planning, Drawing and specs	Time spent to assess, meet with client and draw plans
	Project Management	Site coordination, contractor meetings, field verification etc.
Delivery: Freight/shipping	Stock items	FOB Destination - Minimum order \$75 required
Delivery: Freight/shipping	Drop Ship Items	FOB Shipping Point - Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders.
Installation	\$100/hour	Prevailing wage, applicable. Assembly & installation of new furniture project during normal business hours. Estimates provided on furniture orders.
	\$75 / hour	Non prevailing labor rate during normal business hours.
	labor, equipment, tools, training, trucks, insurance, and removal of all trash as necessary to complete the project	

Warranty



WARRANTY SUMMARY

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



WARRANTY SUMMARY

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

EXHIBIT B COMPENSATION

Agreement with Demco, Inc., through a cooperative agreement with OMNIA Partners, NCPA Administration Agreement Number 07-85. Catalog discount code #C20601

Library Supplier Item	MFR/Brand	OMNIA/NCPA Discount	Applicable Price List
Classroom, Library Furniture, Educational, Makerspace & Propriety Furniture, Other	Demco Proprietary Lines (Includes DEMCO Colorscape, TechnoLink, Totalibra, Liberation, & More)	52%	Off Current MSRP
Fling Storage, Workstations, Lounge, Reception, Seating, Tables, Conference room, Science lab, Lighting, Related Products	Demco Full Line Catalog - Items on www.demco.com	8%*	off Website List Prices
Equipment Other Display, Shelving, End Panels	Demco Full Line Catalog - Items on www.demco.com	8%*	off Website List Prices
Equipment -Book Return Drop Box	Demco Full Line Catalog - Items on www.demco.com	8%*	off Website List Prices
Equipment -Book Truck Cart	Demco Full Line Catalog - Items on www.demco.com	8%*	off Website List Prices
Furniture	Demco Full Line Catalog - Items on www.demco.com	8%*	off Website List Prices
Furniture Public Space	Demco Full Line Catalog - Items on www.demco.com	8%*	off Website List Prices
Products - Ancillary Furniture Products		8%*	off Website List Prices
Area Carpet		8%*	off Website List Prices
Branch display frames		8%*	off Website List Prices
Browsing Organization Shelf Products, ShelfSpark		8%*	off Website List Prices

Library Supplier Item	MFR/Brand	OMNIA/NCPA Discount	Applicable Price List
Library Mural		8%*	off Website List Prices
Signage Interior		8%*	off Website List Prices
Storage and organization units		8%*	off Website List Prices
Learning Materials Classroom & Instructional Supplies	Demco Full Line Catalog - Items on www.demco.com	5%*	off Website List Prices
Library Security Supplies	security mirrors, security book tags Demco Full Line Catalog - Items on www.demco.com	5%	off Website List Prices
School Supplies – art & craft, bookmarks	Demco Full Line Catalog - Items on www.demco.com	15%*	off Website List Prices
Supplies-library, labels, label protection, repair, supplies, steel book end support, wayfinding	Demco Full Line Catalog - Items on www.demco.com	15%*	off Website List Prices
Supplies Book Care Mending		15%*	off Website List Prices
Supplies Steel Book End Support		15%*	off Website List Prices
Supplies Organization Display Storage, Sign holder, Magazine storage, Hanging Pouches and Easel		15%*	off Website List Prices

Furniture Brand by Category

Library Supplier Item	MFR/Brand	OMNIA/NCPA Discount	Applicable Price List
Library furniture, panels, tables, meeting conference room, workstations, science lab, ancillary furniture, seating/chairs	Allied	40%	Off Current MSRP
Library furniture, classroom, conference room	AMTAB	48%	Off Current MSRP
Audio/Visual Furniture, Seating/Chairs, Tables/Meeting Conference Room	AC Furniture	35%	Off Current MSRP
Classroom & Library Furniture	Allermuir, LTC	30%	Off Current MSRP
Lounge/Reception, Seating/Chairs	Arcadia	30%	Off Current MSRP
Classroom & Library Furniture	BIOFIT	27%	Off Current MSRP
Classroom Furniture & Library (Markerboards)	Claridge®	42%	Off Current MSRP
Classroom & Library Furniture	Copenicus	24%	Off Current MSRP
Seating/Chairs	Encore Seating	37%	Off Current MSRP
Seating/Chairs	Encore ON-Q	37%	Off Current MSRP
Classroom & Library Furniture, lounge/reception, conference, library other	ECR4Kids	27%	Off Current MSRP
Lounge/Reception, Library, Classroom, Office, Tables	High Point Furniture	50%	Off Current MSRP
Classroom & Library Furniture	Ironwood Manufacturing Inc.	30%	Off Current MSRP
Classroom & Library Furniture	Jonti-Craft	14%	Off Current MSRP
Classroom & Library Furniture	Joy Carpets	10%	Off Current MSRP
Lounge/reception	LESRO	40%	Off Current MSRP

Library Supplier Item	MFR/Brand	OMNIA/NCPA Discount	Applicable Price List
Filing Storage, Workstation, Conference Room	Marvel® - Pronto	50%	Off Current MSRP
Filing Storage, Workstation, Conference Room	Marvel® - All Other Lines	36%	Off Current MSRP
All. Classroom furniture, library furniture, filing, storage, workstations, conference, lounge, reception, seating, tables, science lab, outdoor, related furniture items for space	Mooreco	31%	Off Current MSRP
Tables/Meeting Conference Room	Muzo (ABF) - Westcoast	17%	Off Current MSRP
Tables/Meeting Conference Room	Muzo (ABF) - All Other Lines	25%	Off Current MSRP
Classroom & Library Furniture	Palmer Hamilton	30%	Off Current MSRP
Classroom & Library Furniture	Palmieri	23%	Off Current MSRP
Classroom & Library Furniture	Paragon	30%	Off Current MSRP
Filing storage, Library furniture, classroom, workstations, lighting, reception, conference room	Safeco	35%	Off Current MSRP
Filing Storage	Sandusky Lee	20%	Off Current MSRP
Classroom & Library Furniture, Science lab furniture, studio	Smith Systems	19%	Off Current MSRP
Audio/Visual Furniture, Filing Storage, Seating/Chairs	Spectrum	27%	Off Current MSRP
Seating/Chairs	USA Capitol Seating	39%	Off Current MSRP
Classroom & Library Furniture	Whitney Brothers	13%	Off Current MSRP
Seating, chairs, Library, tables, etc	Wisconsin Bench	50%	Off Current MRSP
Ancillary Furniture	Wisco Industries	27%	Off Current MRSP
Classroom & Library Furniture	Wood Designs	18%	Off Current MSRP

* Some Exclusions may apply. Product exclusion: 3M Security products, Subscription program products and Licensed products including but not limited to: Garfield, Dr Seuss, Eric Carle, Arthur, Clifford.

Services

Minimum Order requirement		\$75 minimum order (after discount) required for contract terms to apply
Library Consulting and interior design	With Purchase	Free
Library Consulting and interior design	Without Purchase	\$100/hour time spent (without purchase)
Warranty	Current Demco annual full line catalog	Manufacturer's warranty
Warranty	And manufacturing list	See Warranty Summary
Installation	Non prevailing labor rate during normal business hours; M-F 8:00AM-5:00PM)	\$75/hour
Installation and assembly	Prevailing wage during normal business hours; (M-F 8:00AM-5:00PM)	\$100/hour
Delivery	Stock items	FOB Destination - Minimum order \$75 required
Delivery	Drop Ship Items	FOB Shipping Point - Shipping and Processing will be prepaid and added to all drop ship orders, such as furniture and equipment. Demco provides good-faith shipping estimates on all orders.

Return & Exchange Policy

Demco stands behind our products. If your members are not satisfied with an order, you may return or exchange a qualifying item* within 6 months of your invoice date.

Furniture, special orders, custom products, and international orders cannot be returned or exchanged unless you receive them damaged or defective. Anything that has been engraved or imprinted is not returnable.

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

Reconfiguration: Installation and assembly labor rates are the same as stated above. For new furniture purchases, it may include reconfiguration, removal and reinstallation of existing furniture in location. This service may or may not be provided in conjunction with the purchase of new furniture.

Tab 10 – Required Documents

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror: Demco, Inc.

Address: 4810 Forest Run Rd.

City, State, Zip: Madison, WI 53704


Authorized Signature: *Terry R Jones*

Date: 7/19/2022

Clean Air and Water Act & Debarment Notice

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

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

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

Contractor Requirements**Contractor Certification
Contractor's Employment Eligibility**

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

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

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

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

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

Fingerprint & Background Checks

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

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

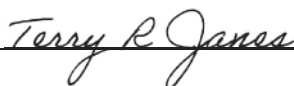
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

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

Authorized signature

Date



7/19/2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement,

Exhibit D

certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for

Exhibit D

all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

EXHIBIT E

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

EXHIBIT E

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	