

Tab 1 – Master Agreement

General Terms and Conditions

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

- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

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

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.

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

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

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

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

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

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

period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$5 - \$10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

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

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

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

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

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

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

Prices are guaranteed: **120 days**

Company name LANDSCAPE FORMS, INC.
 Address 7300 EAST MICHIGAN AVE
 City/State/Zip KALAMAZOO, MI 49048
 Telephone No. 269 337 1211
 Fax No. _____
 Email address allenw@landscapeforms.com
 Printed name Allen Wheeler
 Position with company Product Portfolio Manager
 Authorized signature Allen Wheeler

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2017, by and between National Cooperative Purchasing Alliance (“NCPA”) and Landscape Forms Inc (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2017 referenced as Contract Number 07-53, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Furniture, Supplemental;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

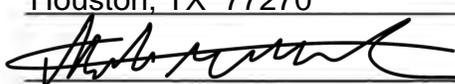
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

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

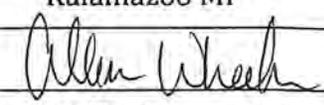
◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: September 1, 2017

Vendor:

Landscape Forms Inc
 Name: Allen Wheeler
 Title: Portfolio Manager/ Contracts
 Address: 7800 E. Michigan Ave
Kalamazoo MI
 Signature: 
8-21-17
 Date: _____

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

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

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

◆ **Residency**

- Responding Company's principal place of business is in the city of Kalamazoo, State of MI

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Cassi Baker
Title: Sr Credit Specialist
Company: Landscape Forms Inc
Address: 7800 E Michigan Ave
City: Kalamazoo State: MI Zip: 49048
Phone: 269-337-1073 Email: cassib@landscapeforms.com

▪ Purchase Orders

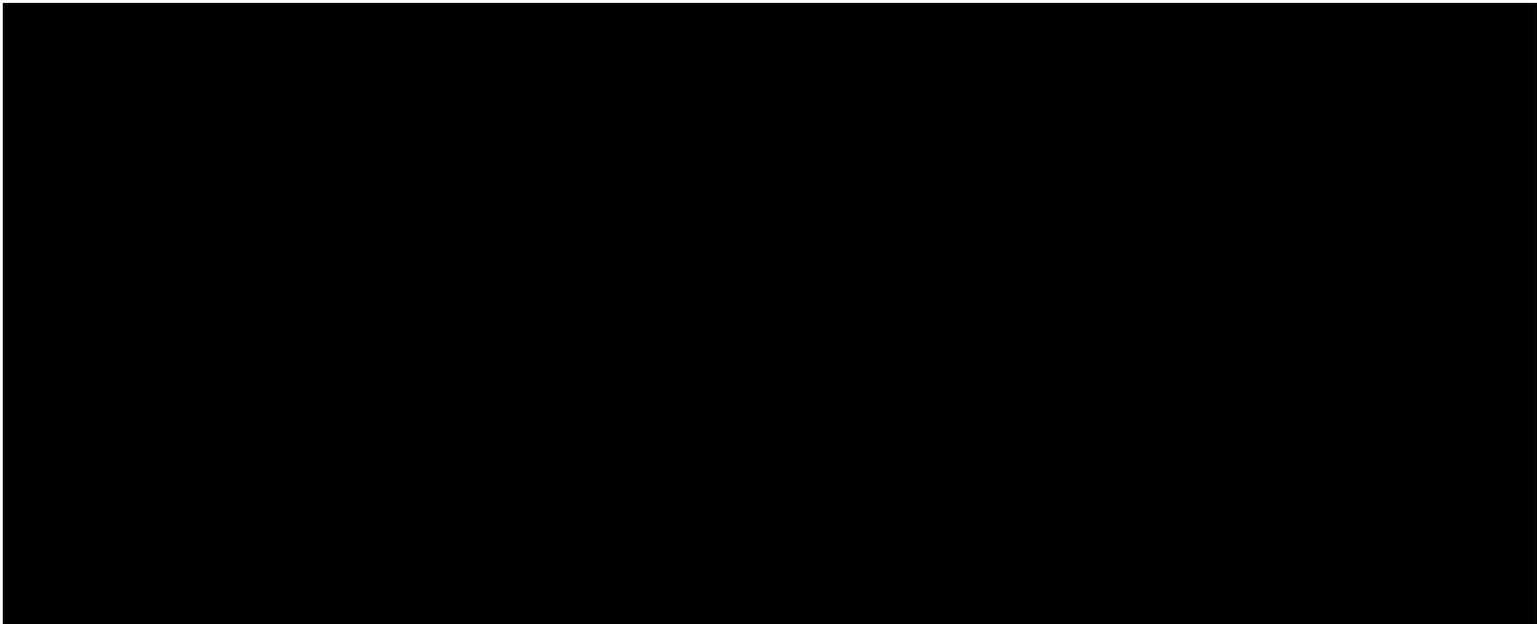
Contact Person: Nicole Thompson
Title: Customer Service Specialist
Company: Landscape Forms Inc
Address: 7800 E Michigan Ave
City: Kalamazoo State: MI Zip: 49048
Phone: 800-441-1945 Email: contracta@landscapeforms.com

▪ Sales and Marketing

Contact Person: Allen Wheeler
Title: Portfolio Manager/Contracts
Company: Landscape Forms Inc
Address: 7800 E Michigan Ave
City: Kalamazoo State: MI Zip: 49048
Phone: 800-441-1945 Email: contracta@landscapeforms.com

◆ Pricing Information

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



Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name. **Landscape Forms Inc**
- ◆ Brief history of your company, including the year it was established. **See Attached Company Overview**
- ◆ Company's Dun & Bradstreet (D&B) number. **049238363**
- ◆ Company's organizational chart of those individuals that would be involved in the contract. **See Attached**

Corporate office location. **7800 E. Michigan Ave, Kalamazoo MI 49048**

- List the number of sales and services offices for states being bid in solicitation.
- List the names of key contacts at each with title, address, phone and e-mail address.
See attached National Sales Organization and Contact information
- ◆ Define your standard terms of payment. **Net 30**
- ◆ Who is your competition in the marketplace? **Primary competitors include companies such as Knoll, KI (Krueger International), Forms and Surfaces**
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12 **See attached 3 Year Sales History**
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors? **This is generally felt to be product design, extremely high engineering and service standards, overall quality and extended life of product use.**
- ◆ Describe how your company will market this contract if awarded. **See attached Marketing Plan**
- ◆ Describe how you intend to introduce NCPA to your company. **See attached Marketing Plan**
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website. **Landscape Forms web resources are generally viewed as a Contract Furniture Industry Best Practice, and that are considered to be simple and intuitive to use, while being rich in usable customer content for making product selections**
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.) **Customer Service support is available from 8am - 5PM EST, M-F. 4 separate Customer Service teams operate from our corporate location in Kalamazoo MI**
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, **Attached please find Landscape Forms Sustainability information including Environmental Statement and Listing of all Post Consumer/Post Industrial recycled content**

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

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

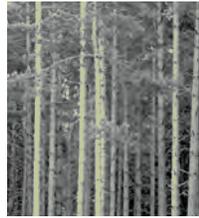
Not Applicable



Landscape Forms Environmental Statement



With our roots in the landscape and a stated purpose to “Enrich Outdoor Spaces,” Landscape Forms has a special relationship to the natural environment. We have always been mindful that as we design and manufacture products that are acted upon by the environment, we act upon it in turn. Environmental sustainability is completely consistent with our purpose, our goals, our values and our principles. We make stewardship of the environment a vital part of our business.



Landscape Forms Sustainability Principles:

- ✦ We will pursue continuous improvement in all our operations: Lean is Green
- ✦ We will find healthy ways to grow
- ✦ We will conserve resources
- ✦ We will consider the complete life cycle (cradle to cradle) of the products we produce
- ✦ We will identify and address adverse consequences of our operations
- ✦ We will respect the needs of future generations

Our sustainability principles are expressed in our products, processes, programs and facilities.

Landscape Forms employs recycled materials and wood from responsibly managed forests (including wood with FSC® Chain of Custody Certification upon request) in our products, and produces many products that are themselves recyclable. We actively seek ways to limit the environmental impacts of our manufacturing, packaging, shipping and administrative processes. We implement energy efficient building solutions and specify sustainable products in our facility. In all of these efforts we address our customers' expectation for high-design, high-quality products that also help them meet their sustainable goals.



Products

Landscape Forms products are designed and engineered to live long, useful lives in outdoor spaces without the use of chemical cleaners to maintain the finish. We test our seating products to BIFMA durability standards. Products are designed to allow replacement of damaged parts. The durability, longevity and low maintenance of our products contribute to responsible stewardship of the earth's resources.

Materials

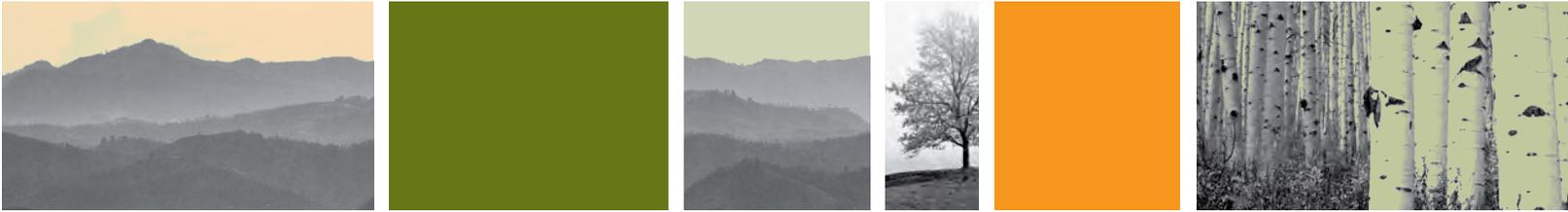
The primary materials used in the manufacture of Landscape Forms products are steel, aluminum and wood. These materials are chosen for their durability and their ability to withstand the rigors of outdoor environments and active public use.

Steel and Aluminum

Metal is an extremely durable material. It is also the world's most recycled material and is fully recyclable. Landscape Forms manufactures steel benches, chairs, tables, structural systems, bollards, litter receptacles, ash urns and other accessories.

Aluminum is used to make Landscape Forms benches, chairs, transit shelters, pedestrian lighting, bollards, display elements, shade structures, litter receptacles and other accessories. Aluminum is easily extruded or cast into a variety of shapes and is extremely durable in outdoor environments.

For more information about steel recycling or to locate a steel recycling location in your area, visit www.recycle-steel.org.



Wood

Landscape Forms manufactures and markets wood benches, tables, chairs, and shade structures. We employ sturdy hardwoods for exterior use that are dimensionally stable, resistant to insects and rot, are difficult to carve into and do not require a protective finish. These include ipe, jarrah, teak, maple, red oak, black locust, purple heart, alaskan yellow cedar and redwood. All Landscape Forms wood products utilize wood harvested from sustainable managed forests. As part of our commitment to sustainable forestry, Landscape Forms shall not use illegally harvested wood, wood from genetically modified (GM) trees, or wood harvested from forest areas where traditional or civil rights are violated.

Landscape Forms has held FSC (Forest Stewardship Council™) Chain of Custody certification since 2004 and offers FSC Certified wood as an option on most wood products. Wood products certified by Rainforest Alliance are recognized as originating from well-managed forests that adhere to strict environmental principles and criteria established by the FSC.

Jarrah used in Landscape Forms products is harvested from western Australia's forests, which are managed by the Western Australian government agency, the [Forest Products Commission \(FPC\)](#), in compliance with internationally accepted principles of sustainable development. The FPC gained ISO 14001 certification in July 2001. All Western Australian jarrah is now from re-growth forests: harvesting of old growth forests is no longer allowed.

See our [Wood Technical Brief](#) for more details.

Plastics

Landscape Forms manufactures benches made with PolySite recycled plastic timbers. Polysite is formed of HDPE (High Density Polyethylene) containing 90% recycled content. PolySite is fully recyclable. See our [PolySite Technical Sheet](#) for more details.

We manufacture seating and shade structures containing polycarbonate, a high-performance engineered plastic that is extremely durable and is fully recyclable. See our [Polycarbonate Technical Sheet](#) for more details.

Landscape Forms manufactures and markets seating, planters, bollard sleeves and litter receptacle parts made of LMDPE (Low Medium Density Polyethylene). Our polyethylene products are flame, stain and scuff resistant and protected with UV inhibitors and stabilizers. LMDPE with recycled content does not provide the structural integrity required to produce durable site furnishings and therefore is not employed. However, our LMDPE parts are fully recyclable. See our [Polyethylene Technical Sheet](#) for more details.

Marneaux®, a 100% acrylic resin polymer used for Landscape Forms tabletops resists scratching, staining, chipping and cracking. While other tabletop materials may fade or chip, Marneaux® can sustain abuse and retain its "like new" appearance with minimal maintenance. Weather, harsh chemicals, and UV rays have virtually no effect on the "through body" color or structural integrity. Most scratches can be buffed out and graffiti rubs off easily. Small chips may be sanded smooth. Marneaux® has recycled content of 75%. See our [Solid Surface Technical Sheet](#) for more details.



Look for FSC
certified products

The mark of
responsible forestry



LED Lighting

Landscape Forms is collaborating with award-winning lighting consultants to develop innovative solutions for new lighting products that use LED's as the light source. Our commitment to LED technology is consistent with our goal to address the needs of our customers while becoming a more environmentally sustainable company. We currently offer LED lighting in transit shelters, pedestrian & pathway lighting, streetscape lighting and bollards for pathway demarcation and wayfinding.

LED's are extremely energy efficient. Today's high-performance LED's produce @ 90 lumens per watt (90 lm/W) in comparison to @15 lm/W for conventional 60-100 watt incandescent bulbs. LED's have a lifespan of 100,000+ hours. LED's dim over time, they do not abruptly burn out, allowing scheduled rather than emergency replacement. (As LED's do not have catastrophic failures, their lifespan is defined as 70% of original output.) These facts, combined with LED's long life translate into reduced maintenance costs.

LED's provide focused light with no waste or "spill." Due to the directional nature of LED light, it is easier to put light where it is needed and avoid light pollution and trespass.

Landscape Forms, with the expertise of our sustainable-lighting consultant, is pioneering the use of white LED's for outdoor applications. While other manufacturers use cool blue-white LED's (6000°K+), we have developed LED arrays that provide light in the 3500°-4000° Kelvin range, a warm white light that mimics nature and provides illumination similar to moonlight, supporting the natural melatonin/serotonin cycle that is essential for human health.

We offer LED lighting in wired and solar options. Solar-powered Smart Technology bollards, Connect and Kaleidoscope transit shelters, which use renewable energy and save on wiring installation costs, are an ideal solution for areas remote from wiring infrastructure and locations where security or emergency preparedness mandate uninterrupted lighting in case of grid failure.

Processes

Manufacturing

Lean is Green

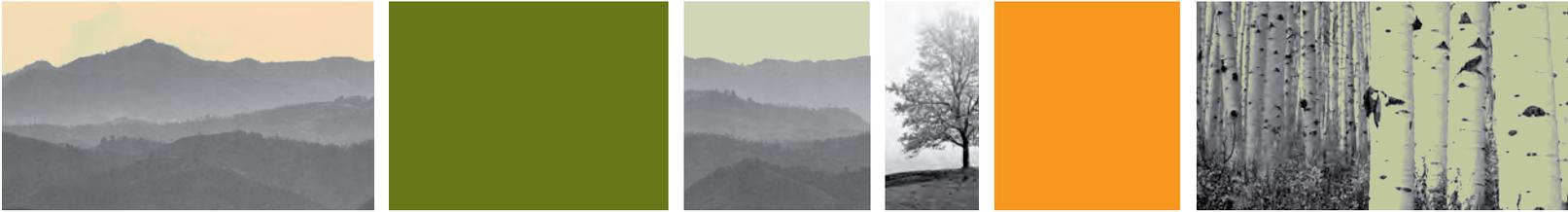
Landscape Forms follows Kaizen principles of continuous improvement. The core Kaizen proposition is doing more with less. Targeted activities are focused on eliminating waste of space, time, skills, and materials. There is inherent environmental benefit in this approach to business operations; a continuous improvement process and culture seek similar outcomes to those sought under ISO 14001. When coupled with attention to the environmental impacts of specific solutions (for example, changes in the chemical composition of substances used in production), it is a useful tool for waste reduction and pollution prevention.

Kaizen events over a four-year period reduced the space utilized for manufacturing processes by 20,000 square feet, allowing new products and production processes to be added within the existing building footprint, in lieu of a planned facility expansion. That expansion would have resulted in 10,000 additional square feet, requiring the equivalent of 710 Mcf natural gas and 54,000 kilowatts annually for heating and lighting alone.

ALL STEEL, ALUMINUM, WOOD SCRAP AND SAWDUST

generated in our manufacturing processes are recycled.

99% OF THE WATER used in our manufacturing process is recycled.



We give preference to local/regional material suppliers and vendor services to reduce environmental impacts resulting from transportation. The majority of our steel and extruded aluminum comes from mills and plants within 150 miles of our facility.

Landscape Forms is in full compliance with current environmental laws and retains a consultant to assure that we remain in compliance. As a result of reengineering our processes, our impact on air and water is so minimal that the DEQ no longer requires air or water permitting.

Paints and Finishes

Landscape Forms metal products are undercoated with Primegard® rust proofing, which provides a high level of resistance to environmental degradation. Products are finished with Pangard II® polyester powdercoat, which is lead-free, hazardous air pollutants-(HAPS) free), does not generate hazardous waste, and contains less than 1% Volatile Organic Compounds (VOCs). Once processed these trace VOCs are fully inert and therefore cause no emission into the environment.

Landscape Forms wood furniture for outdoor use is manufactured from wood species that weather naturally in outdoor settings. We do not apply paints or finishes to these products and do not recommend the use of finishes on species suitable for natural weathering. Our wood furniture for indoor use is finished with LF 80, a clear, catalyzed low-VOC acrylic finish.

Packaging and Shipping

We have eliminated polystyrene in our packaging. Products are sleeved in biodegradable green plastic to protect the finish from rubbing against cardboard, which can become quite abrasive during transport. Products are placed on recycled skids and surrounded by triple wall cardboard for further protection. All cardboard meets the industry standard of 30% - 40% recycled content and is recyclable. The website address used to locate recycling centers is printed on all outer packaging.

**We are currently testing biodegradable materials to
REPLACE PLASTIC COVERING ON PRODUCTS.**

We ship our products on RECYCLED SKIDS.

In 2006 we reengineered our shipping process to consolidate loads and coordinate deliveries so that freight loads are maximized, allowing fewer large trucks to make several stops and reducing the amount of under-utilized truck capacity and the number of trucks on the road.

Paperless Processes

In 2007 Landscape Forms began the transition to paperless processes at our administrative and manufacturing facility. 57% of the transition is completed, reducing the amount of paper used in the main office by 265,000 sheets per year. This results in the following annual savings: (ref: Environmental Defense Fund Calculator <http://www.edf.org/papercalculator/>):

TONS OF TREES: 4.56

BTU'S OF ENERGY: 50.16 MILLION

POUNDS OF GREEN HOUSE GASES: 7,433

GALLONS OF WASTE WATER: 24,870

POUNDS OF SOLID WASTE: 2974



The remaining 43% of the paperless process, focused on manufacturing, is ongoing and will be completed in 2009, further reducing the amount of paper used by 193,000 sheets per year. This will result in additional annual savings of:

- TONS OF TREES: 3.44**
- BTU'S OF ENERGY: 37.84 MILLION**
- POUNDS OF GREEN HOUSE GASES: 5,608**
- GALLONS OF WASTE WATER: 18,761**
- POUNDS OF SOLID WASTE: 2,243**

Server Virtualization

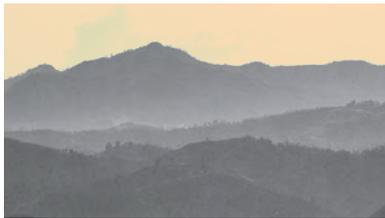
In 2007 Landscape Forms “virtualized” company servers, using software to allocate memory as needed and reducing the number of servers from 10 to 2. The energy saved in power and cooling hard drives reduced our carbon emissions by 33 tons, which is equivalent to taking 6 cars off the road per year.

Other Programs

- ✦ We recycle materials such as: cardboard packaging, office paper, beverage cans/bottles, printer cartridges and purchase recycled paper office products.
- ✦ Bottled water was removed from on-site vending machines in 2008. Employees are provided with refillable water bottles, filtered tap water and ice.
- ✦ In 2009, we planted 100 indigenous blueberry bushes on site as a natural vehicle barrier and productive landscape. Future employee events will include pruning and harvesting blueberries.
- ✦ Carbon Neutral Auto Lease - In January 2009, Landscape Forms instituted a program to reduce the environmental impact of its leased vehicles through payment of carbon offsets. Vehicles used by the company’s direct sales representatives are leased through EMKAY, the first fleet management company to be carbon negative. As a participant in the EMKAY goGreen fleet program, Landscape Forms offsets every ton of CO2 produced by its leased vehicles by paying for an equivalent one ton of CO2 to be saved through designated projects. Payments are calculated as a percentage of monthly mileage. Landscape Forms directs its offsets to Carbonfund.org, a non-profit that funds high-quality carbon offset initiatives and The Conservation Fund, which uses offsets to fund land and water conservation projects.

Facilities

Since 2003, our facility expansions have been planned with sustainable solutions as a strategic goal. The 50,000 sq ft office expansion in 2003 implemented sustainable practices including reducing site disturbance and heat islands; leveraging site orientation to maximize energy conservation; and installing sliding glass doors to allow natural cooling during temperate seasons and ready access to outdoor break areas in our wooded courtyards. We utilized environmentally responsible products and materials, including Eco-Systems flooring fabricated from post consumer tire rubber; Interface’s Solenium flooring, developed to reduce VOC emissions; Herman Miller Aeron chairs, which contain 60% recycled content materials, and are 94% recyclable



and MBDC Cradle-to-Cradle™ certified. Haworth Crossing mobile furniture system was specified to allow for future workspace rearrangement with no construction waste.

Our 2009 renovation encompassed office, restrooms and lunch room and although not large enough to qualify for LEED certification, design planning and construction implementation were based on the following LEED credit intents and requirements: Optimizing Energy performance, Enhanced HVAC Management, Building Reuse, Construction Waste Management, Recycled Content, Rapidly Renewable Materials, Certified Wood and Low Emitting Materials.

Low-energy Lighting

Landscape Forms has replaced metal halide lighting in our manufacturing facilities with energy-saving T5 and T8 bulbs and ballasts. This conversion has reduced lighting energy usage by 30%.

FSC

Landscape Forms has held Forest Stewardship Council (FSC) certification since 2004 (RA-COC-001261). We offer FSC certified furniture made from maple, oak, alaskan yellow cedar, black locust, purple heart and ipe.

Independent
Certification

LEED®

Since 2002, Landscape Forms has been a member of the U.S. Green Building Council (USGBC), the nation's foremost coalition of leaders from across the building industry working to promote buildings that are environmentally responsible, profitable and healthy places to live and work.

Landscape Forms products may contribute to the following points under LEED 2009 Rating System. For specifics regarding rules for the inclusion of furniture, please consult the rating system and reference guide that applies to your project.

SSc4.2 Alternative Transportation: Bicycle Storage (*Bike racks*)

MR Prereq. 1 Storage and Collection of Recyclables (*Recycling receptacles*)

MRc4 Recycled Content (*Steel and aluminum benches, chairs, tables, bollards, umbrellas, planters, structural canopies; polyethylene benches, picnic tables, receptacles; acrylic tabletops.*) Click [here](#) for a PDF of Recycled Content by Product.

MRc5 Regional Materials – (Most products are categorized as Furniture and Furnishings, Division 12 and manufactured in Kalamazoo, Michigan, zip code 49048. The majority of our steel and extruded aluminum comes from mills and plants within 500 miles of our facility. If the project is within 500 miles of Kalamazoo and you wish to consider this product for MR Credit 5, please contact Landscape Forms prior to order placement to explore the possibility of specifying regionally sourced raw materials.)

MRc7 Certified Wood. (FSC Chain of Custody certified wood is an option for most of our wood products.)

EQ Prereq. 2 Environmental Tobacco Smoke (ETS) Control (*Ash urns, seating, tables and umbrellas in designated outdoor smoking areas.*)

Making sustainable product choices requires careful assessment of their source. Specific product attributes matter, but so do the way a company conducts its manufacturing, operates its facility, selects materials, chooses vendors and partners, and treats its employees. Sustainability is a long-term proposition. It requires commitment, infrastructure, investment and employee participation. Landscape Forms is taking the long view in the operation of our total business to achieve our sustainability goals. We provide products today that contribute to sustainable sites. And we continue to pursue new ways to minimize our footprint and provide more sustainable solutions going forward.

landscapeforms®

800.521.2546 269.381.3455 fax 431 Lawndale Ave., Kalamazoo, MI 49048
landscapeforms.com

Landscape Forms Company Overview

Landscape Forms is the industry leader in integrated solutions of high-design site furniture that is used in Outdoor and Interior furnishings applications and advanced LED lighting. For more than 45 years we have produced site furnishings that help designers and other clients achieve beautiful, functional environments that enhance the experience of outdoor space. Our secret is simple. Design, Culture and Craft drive everything we do.

DESIGN

is our identity and first priority. We collaborate with world-renowned designers to create world-class design and cultivate design consciousness at all levels of our company. Our efforts are driven by innovation and focused on providing targeted landscape solutions.

CULTURE

is the shared passion and common purpose that inspire us. Our culture of participation, responsibility and integrity is laser-focused on providing outstanding products and service.

CRAFT

is our merging of art and technology at the highest level. It is experience and skill, precision and pride made visible in the signature site furnishings that Landscape Forms customers depend on. Landscape Forms solutions include a wide range of elements from seating, shelters and signage, to bike racks and bollards, litters and LED lights. Our solutions are evidence - and experience - based. We pursue ongoing dialog with the movers and shakers in design and sponsor intelligence-gathering events, including Roundtables on targeted issues, Xtreme Landscape Architecture (XTLA) charettes for future leaders of the profession and students, and seminars such as Lighting Leadership Exchanges (LLXC) at leading universities. We apply our findings to designing and manufacturing products that address the needs of our customers and emerging issues in the landscape; and we work with designers who are experts in their fields and bring unique aesthetic viewpoints.

We are a North American-based company that since our founding in 1969 has earned a reputation for exceptional products and service. Our headquarters and primary manufacturing facility are located in Kalamazoo, Michigan with two satellite facilities nearby. We have sales representatives throughout North America, the United Kingdom, Australia, the United Arab Emirates and Asia and have formed global marketing partnerships with select companies that share our commitment to design. We have an installed base of products in the U.S. and around the world. Our clients include municipalities, transit centers, corporate, college and health care campuses; and familiar brand leaders such as Boeing, Cisco Systems, Disney, Sprint, American Airlines, Herman Miller and Nike. We were recently named by the Wall Street Journal as one of the Top 15 Small Workplaces in the US.

Landscape Forms – NCPA Member Marketing Plan

Company Overview

Landscape Forms Inc is a primary manufacturer of furniture, furnishings and amenities used in outdoor as well as indoor public spaces with production facilities located in Kalamazoo Michigan.. Its company size is Small - employing approximately 400 and generating annual sales in excess of \$80,000,000.

As a manufacturer of products in various furnishings classifications, Landscape Forms has achieved a position of strength commercially both nationally and internationally. Landscape Forms is highly recognized for its notable design, quality and engineering by its commercial customers and by the commercial Landscape Architectural and Design community frequently responsible for planning and design of public facilities throughout the United States.

Landscape Forms will be Drawing from its full spectrum of commercial experiences and its market focus within the following:

Higher Education – Public and Private Colleges and Universities

Municipal Government – Private and Public Library Systems, Public and Private K-12 Schools and Systems, Municipal and County Healthcare Institutions Municipal Highway/Transit/Transportation Systems,

Healthcare – Public and Private Healthcare providers and institutions

State Government – State Government Complexes, State Run Hospitals and Healthcare Institutions

Federal Government – Executive Agencies, US Embassies, Military Installations, Federal Buildings, Veterans Hospitals

As a result, we believe that Landscape Forms is well positioned to compete effectively for business opportunities among NCPA Members throughout the United States.

Landscape Forms will utilize existing company Sales Representatives (and Designated Dealer operations located throughout the State of Texas) to develop and support business with NCPA Member locations on a **Manufacturer Direct basis**.. The national network of Landscape Forms Sales Representatives are well versed in NCPA Member needs and are geographically located to provide extensive local sales coverage and support to NCPA Member locations

Public/Government Contracts Expertise

Landscape Forms has notable experience with procuring Competitively Bid contracts among Public Entities such as US General Services Administration/Federal Agencies Community, primary State Contracts awarded in several States currently, multiple Public University Systems contracts as well as National Cooperative Buying Agreements. Many of these contracts equal and exceed the requirements outlined within the NCPA Member RFP. Landscape Forms success and commitment to this form of business can be measured by overall Public/Govt contracts contributing more than 15% of Landscape Forms overall commercial sales.

Landscape Forms continues to expand on this area of business by focusing energy and resources internally on further developing company expertise in areas such as:

Federal/State/Local Procurement Regulations and Statutes

Identifying Strategies to fully understanding, engage and participating effectively in Competitive Procurement circumstances

Positioning Landscape Forms Product Innovations effectively for Public Facilities applications

Leveraging Landscape Forms's highly competitive pricing practices from other Government Contracts to assure Best Customer Pricing

Developing and Maintaining key Industry Standards such as Sustainable Design Programs

Keys to Continued Contract Growth and Success – Meeting the Requirements of NCPA Members

Landscape Forms has achieved rapid contract success and growth by viewing an opportunity such as the NCPA Member RFP by deploying its sales energy in two separate manners but for the purpose of a delivering a single overall customer experience that we believe is necessary for achieving vendor excellence:

Within the NCPA Member environment Landscape Forms Sales Professionals are tasked with developing Landscape Forms awareness and supplier/customer relationships within NCPA Member Facilities, Procurement, and Public Works organizations. Thru those primary points of customer contact Landscape Forms also reaches to any key program area within NCPA Member's community

Landscape Forms Sales Professionals are also tasked with developing Landscape Forms awareness and establishing supportive relationships with the Architectural, Engineering and Interior Design Community that avails itself to NCPA Member as well as any General Contractors, Installation and Project Mgt companies that have proven experience and success with meeting NCPA Member requirements

In viewing this opportunity as a potential supply partner with NCPA Member, Landscape Forms projects a dynamic and progressive opportunity for new business development.

Marketing Plan - Product Mix

The proposal by Landscape Forms is a complete catalog offer of outdoor/indoor furnishings including all products offered commercially which includes Benches, Chairs, Lounge Seating, Tables, Umbrellas, Receptacles, Structures and Lighting. At a top level this catalog offer is segmented by product categories commonly found throughout NCPA member facilities environments and that include:

- Cafeteria/Dining Halls
- Dormitory/Residence Facilities
- Healthcare Facilities
- Lounge/Reception Areas
- Seating and Chairs
- Tables
- Technology Support Furnishings

A series of product collection brochures is enclosed on the Flash Drive as a PDF with brief visual reference to the detailed offering within each collection. That summary is provided only for the purposes of considering this offer. A comprehensive catalog of Landscape Forms product would be provided to all NCPA Member locations via website link and in hard copy. See the Product Offering and Value Added products proposed that are identified within Tab 5 and Tab 8 of this proposal.

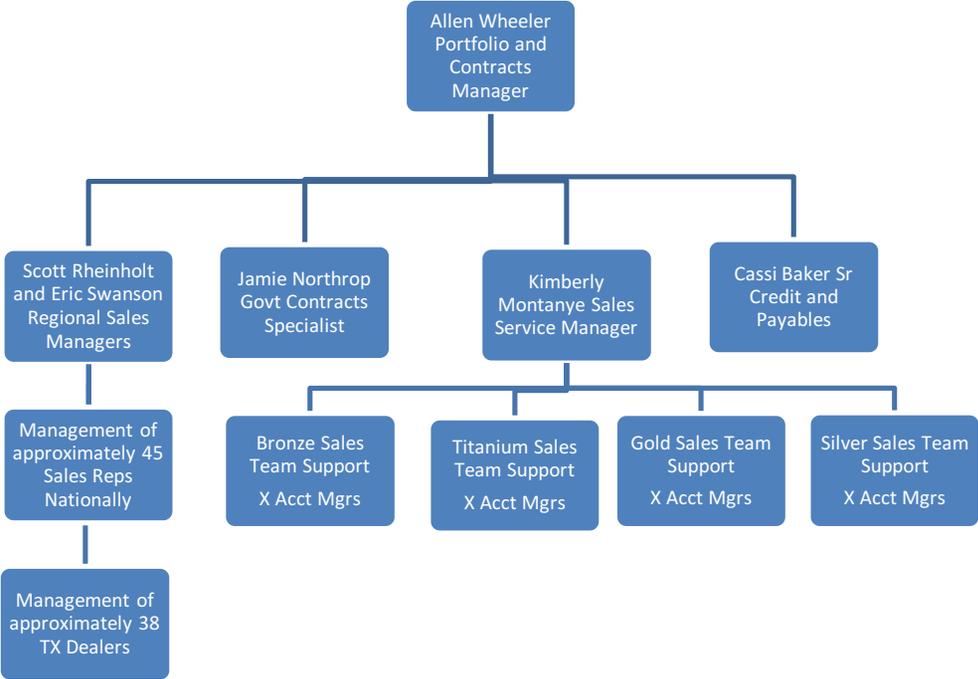
Landscape Forms has provided an identification of all Recycled Content products as an attachment with this bid. With regard to this Marketing Plan Landscape Forms intends to market the complete mix of Environmental and Sustainable design characteristics of its products with NCPA Member locations.

Significant company effort is placed in Product Development by Landscape Forms to introduce products commercially that have the most favorable (or least detrimental) impact on the environment. For the purposes of this ongoing Marketing Plan, Landscape Forms will proactively present NCPA member locations with products that contribute favorably to Sustainable Design initiatives

NCPA Member Pricing/Best Value Proposition

The pricing and discounts offered represent a Best Value Proposition for NCPA Member locations. Landscape Forms Basic Discounting reflects the most aggressive commercial discounting used nationally and under similarly aggregated volume contract opportunities.

Landscape Forms NCPA Organizational Chart



RECYCLED CONTENT

	Total %	Post Consumer %	Pre Consumer % (Post Industrial)
Abril	0	0	0
Annapolis bollard	79	51	28
Alcott light	25	13	12
Arcata Bench <i>PolySite seat</i>	92	63	29
Arcata Bench <i>aluminum seat</i>	78	52	26
Arcata Bench <i>wood seat</i>	67	44	23
Arne Luminaire	51	26	25
Arne Poles	call for calculation based on configuration		
Austin <i>aluminum bench</i>	48	26	22
Austin <i>wood bench</i>	27	15	12
Austin Litter Receptacles	83	51	32
Bancal	25	16	9
Bicilinea	65	50	15
Bola Bike Rack <i>powdercoated steel</i>	91	59	32
Bola Bike Rack <i>stainless steel</i>	65	50	15
Candela	38	36	2
Carousel Tables <i>grid or perforated seats</i>	90	59	31
Catena Chair	34	19	15
Catena Table <i>powdercoated top with catena base</i>	88	53	35
Central Park Conservancy Recycling System	35	10	25
Charlie	79	50	29
Chase Park Benches	60	37	23
Chase Park Litter Receptacles	61	37	24
Chill Lounge	0	0	0
Chipman Table	38	19	19
Chipman Chair	38	19	19
Chipman Stool	89.9	0	89.9
Collect <i>top opening</i>	30	15	15
Collect <i>side opening</i>	34	18	16
Connect	call for calculation based on configuration		

	Total %	Post Consumer %	Pre Consumer % (Post Industrial)
Emerson bike rack	37	19	18
Equinox Umbrella	24	12	12
FGP Bench	call for calculation based on configuration		
FGP Litter	2.5	.1	2.6
FGP Bike Rack	20	0	20
FGP Pedestrian Luminaire	20.3	3.2	17.1
FGP Poles	call for calculation based on configuration		
FGP Path Light	26.6	10	16.6
Flo Bike Rack <i>powdercoated steel</i>	91	59	32
Flo Bike Rack <i>stainless steel</i>	65	50	15
Flor	0	0	0
Fortunato	0	0	0
Gretchen Bench <i>wood seat</i>	9	5	4
Gretchen Bench <i>PolySite seat</i>	89	66	23
Gretchen Litter Receptacle <i>PolySite</i>	38	20	18
Gretchen Litter Receptacle <i>wood</i>	37	19	18
Gretchen Picnic Table <i>PolySite</i>	95	69	26
Gretchen Picnic Table <i>wood</i>	38	25	13
Guide Bollard <i>Non-lighted</i>	95	1	94
Guide Bollard <i>Lighted</i>	91	1	90
Gus	call for calculation based on configuration		
Harpo Bench	call for calculation based on configuration		
Hawthorne	43	25	18
Hebi	0	0	0
Hi-Glo	34	18	16
Humo	70	52	18
Jessie	call for calculation based on configuration		
Kaleidoscope	call for calculation based on configuration		
Key Bike Rack	43	28	15
Lakeside Bench <i>PolySite seat</i>	90	62	28
Lakeside Bench <i>steel seat</i>	90	58	32
Lakeside Bench <i>wood seat</i>	72	47	25
Lakeside Litter Receptacle	83	54	29
Lakeside Planter	92	50	42
Larkspur	2	0	2

	Total %	Post Consumer %	Pre Consumer % (Post Industrial)
Lena	0	0	0
LEO	call for calculation based on configuration		
Levit	0	0	0
Lo-Glo	39	21	18
Loop	99	2	97
Lungo Mare	0	0	0
Max 2 section single height	78	35	42
Max 4 section multi height	77	34	43
Mayo	0	0	0
Melville Bench <i>backless aluminum seat</i>	30	15	15
Melville Bench <i>backless wood seat</i>	20	10	10
Melville Bench <i>backed aluminum seat</i>	32	16	16
Melville Bench <i>backed wood seat</i>	26	13	13
Milenio	0	0	0
Mingle Table <i>perforated metal seats</i>	66	34	32
Morrison Bench	call for calculation based on configuration		
Morrison Table	call for calculation based on configuration		
Morrison Stool	call for calculation based on configuration		
MultipliCITY Backed Bench	2	1	1
MultipliCITY Bike Rack	1	1	0
MultipliCITY Type 4/5 Pathlight	32	19	12
MultipliCITY Pathlight <i>solar</i>	27	17	11
MultipliCITY Litter	call for calculation based on configuration		
MultipliCITY Table	4	2	1
Neocombo	28	14	14
Neoliviano	6	3	3
Neoromantico	6	3	3
Nu	32	21	11
NYNY Table	64	49	15
Olithas Table/Bench <i>carbon steel</i>	13	9	4
Olithas Table/Bench <i>stainless steel</i>	10	8	2
Palisade Bench	2	1	1
Parallel 42	call for calculation based on configuration		
Parc Centre Chair	91	56	32
Parc Centre Table	91	56	32

	Total %	Post Consumer %	Pre Consumer % (Post Industrial)
Parc Lounge	91	59	32
Parc Centre Ottoman	91	59	32
Parc Vue Bench	90	59	31
Parc Vue Litter Receptacle	70	41	29
Petoskey Ash Urn	86	56	30
Petoskey Litter Receptacles	86	56	30
Pitch Litter Receptacle	67	33	34
Plainwell Bench <i>aluminum seat</i>	35	19	16
Plainwell Bench <i>wood seat</i>	20	12	8
Plainwell Litter Receptacle <i>aluminum side panel</i>	34	13	21
Plainwell Litter Receptacle <i>wood side panel</i>	23	8	15
Plaza Planter <i>steel side panel</i>	78	51	27
Plaza Planter <i>wood side panel</i>	43	28	15
Plexus Litter Receptacle	90	59	31
Plexus Seating	89	58	31
Poe Litter	56	31	25
Presidio Litter Receptacle	70	53	17
Presidio Seating	90	59	31
Rama LED	49	38	11
Rama <i>metal halide</i>	85	84	1
Reeder Illuminated Bike Rack	34	34	0
Reeder Illuminated Sign	33	14	19
Rest <i>backed aluminum</i>	31	16	15
Rest <i>backed wood</i>	22	11	11
Rest <i>backless aluminum</i>	39	21	18
Rest <i>backless wood</i>	34	19	15
Ride	37	19	18
Ring Bike Rack <i>powdercoated steel</i>	91	59	32
Ring Bike Rack <i>stainless steel</i>	65	50	15
Scarborough Bench <i>woven seat</i>	73	53	20
Scarborough Bench <i>horizontal strap seat</i>	90	59	31
Scarborough Litter Receptacle	75	42	33
Sentinel Bollard	67	41	26
Sentinel Security Sleeve	40	21	19
Select Litter	88	50	38

	Total %	Post Consumer %	Pre Consumer % (Post Industrial)
Shade <i>aluminum panels</i>	55	30	25
Sicurta	0	0	0
Signal	call for calculation based on configuration		
Silla	0	0	0
Sillarga	0	0	0
Sit Bench	63	38	25
Socrates	0	0	0
Solstice Sun Shades <i>altair, cygnus</i>	49	28	21
Sonoma Bench <i>backed</i>	63	41	22
Sonoma Bench <i>backless</i>	21	14	7
Sorella Planters <i>powdercoated steel</i>	91	57	34
Sort	33	22	11
Stay Bench <i>backed</i>	60	36	24
Stay Bench <i>backless</i>	67	43	24
Steely Can	65	50	15
Stop	67	43	24
STRATA Bench	call for calculation based on configuration		
STRATA Table	call for calculation based on configuration		
STRATA Beam Bench	call for calculation based on configuration		
Tables	call for calculation based on configuration		
TOTOTO	call for calculation based on configuration		
Towne Square Bench <i>all lengths</i>	88	57	31
Trapecio	14	9	5
Traverse Chair <i>grid or perforated seat</i>	90	59	31
TUUCI	call for calculation based on configuration		
Verona Chair <i>metal grid or perforated metal seat</i>	91	59	32
Vilnius	0	0	0
Wellspring Bench, Chair, Table, Litter Receptacle	0	0	0
Windmark Chair <i>no arms metal seat</i>	67	41	26
Windmark Chair <i>no arms, wood seat</i>	26	15	11
Windmark Chair <i>with arms metal seat</i>	64	39	25
Windmark Chair <i>with arms wood seat</i>	28	16	12
Windmark Ottoman <i>metal</i>	62	38	24
Windmark Ottoman <i>wood seat</i>	22	12	10
Windmark Table <i>strap base</i>	90	59	31

	Total %	Post Consumer %	Pre Consumer % (Post Industrial)
Windmark Glass Tabletop	30	0	30
Windmark Metal Tabletop <i>(except 31" x 96")</i>	91	59	32
Windmark Metal Tabletop <i>(only 31" x 96")</i>	29	15	14
Windmark Wood Tabletop	6	4	2
Zed	call for calculation based on configuration		

For recycled content of products not listed, contact Landscape Forms.

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HUB Gender: F

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Phone: (713) 934-6302

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Address: Peter Brodsky Business Interiors By Staples - Houston, Staples Contract And Commercial, Inc. 6400 Hollister Houston TX 77040

Dealer VID: 10433908166

Dealer: Business Interiors By Staples - Ntx

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Address: Carl Bergauer Business Interiors By Staples - Ntx 6400 Hollister Houston TX 76006

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Dealer: Texas Wilson Office Furniture & Services

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Phone: (210) 647-2308

Fax: (210) 647-3110

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Fax: (972) 488-8815

Address: John Young Wilson Office Interiors, LLC 1444 Oak Lawn Avenue, Ste. 105 Dallas TX 75207

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3 of 8 2/13/2017 12:38 PM

Dealer VID: 12525749391

Dealer: Bauhaus Interiors Group, Inc.

Email: dwilliams@bauhausinteriors.com

Phone: (214) 744-5500

Fax: (214) 744-5519

Address: Neta Rohr Bauhaus Interiors Group, Inc. 1444 Oak Lawn Ave. Suite 705 Dallas TX 75207

Dealer VID: 12629310561

Dealer: The Luck Company

Email: jere@theluckcompany.com

Phone: (713) 527-0708

Fax: (713) 634-2664

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Dealer VID: 12629974614
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Dealer: G. L. Seaman & Company - Fort Worth
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Address: John Rademacher Rockford Business Interiors - Austin P.o. Box 1828 Austin TX 78767
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4 of 8 2/13/2017 12:38 PM

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5 of 8 2/13/2017 12:38 PM

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Address: Jason Smith The Spencer Company 2121 North Akard Street, #100 Dallas TX 75201

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Dealer: Herman Miller Workplace Resource
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Fax: (972) 446-1209
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6 of 8 2/13/2017 12:38 PM

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HUB Gender: M

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HUB Gender: F

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Phone: (800) 333-1764
Address: Cathy Comeaux Landscape Forms 431 Lawndale Ave Kalamazoo MI 49048

Dealer VID: 1742479095800
Dealer: Facilities Connection, Inc.
Email: ahalloul@facilitiesconnection.com
Phone: 91583471110
Address: Amy Halloul Facilities Connection, Inc. 240 E. Sunset Drive El Paso TX 79922
HUB Eligibility: HI
HUB Gender: F

Dealer VID: 1721577305600
Dealer: Nelson Interiors, LLC
Email: robbie@nelsoninteriors.com
Phone: (210) 684-2624
Address: Robbie Nelson Nelson Interiors, LLC 4848 Grandstand Dr. San Antonio TX 78240
HUB Eligibility: WO
HUB Gender: F

Dealer VID: 1750835792200
Dealer: Story-Wright Printing & Office Supply Co. Inc. - Nacogdoches
Email: lstanaland@storywright.com
Phone: (926) 564-2437
Address: Larry Stanaland Story-wright Printing & Office Supply Co. Inc. - Nacogdoches 807 North St. Nacogdoches TX 75961
HUB Eligibility: WO
HUB Gender: F

Dealer VID: 1752233790000
Dealer: Corporate Interiors, Inc.
Email: jeff@corporate-interiors.net
Phone: (972) 743-9181
Address: Jeff Williamson Corporate Interiors, Inc. 12351 Shoal Forest Lane Frisco TX 75033
HUB Eligibility: WO
HUB Gender: F

Dealer VID: 1274604909200
Dealer: WRG, LLC
Email: kmarino@wrgtexas.com
Phone: (972) 389-8859
Fax: (972) 446-1209
Address: Kevin Marino WRG, LLC 2639 E. Rosemeade Pkwy. Carrollton TX 75007
HUB Eligibility: WO
HUB Gender: F



WARRANTY

STANDARD LANDSCAPE FORMS SITE FURNISHINGS

Your complete satisfaction and future business are our goals. Standing behind our products has been a cornerstone of our commitment to quality and service since our founding in 1969. Our products will satisfactorily perform their intended function, under normal conditions, for many years. For our Cochran and Morrison product, we define normal conditions as presence within protected public spaces, such as on corporate campuses or in community courtyards. If you are ever dissatisfied with one of our products, please contact us and let us demonstrate our commitment.

Landscape Forms, Inc. warrants all products (other than noted exceptions) to be free from defects in material and/or workmanship for a period of three years from date of invoice. Noted exceptions: Products provided by our partners Santa & Cole, Escofet, and TUUCI are covered by their individual warranties. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Landscape Forms, Inc. will, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms, Inc. service representative.

LANDSCAPE FORMS LIGHTING

LED lighting products are warranted for a period of six years. Noted exceptions: Solar products are warranted for three years. This warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse. Landscape Forms, Inc. will, at its option, repair, replace, or refund the purchase price of any items found defective upon inspections by an authorized Landscape Forms, Inc. service representative.

SANTA & COLE

Santa & Cole Neoseries, S.L., guarantees the composition and the performance features for a period of three (3) years of all component's material that shape the product. The guarantee covers defects due to product quality. The guarantee excludes defects caused by reasons beyond the normal exposure and usage of the product. Santa & Cole compels itself to modify and/or replace the material considered faulty following the present guarantee, without any cost to the property and in a maximum term of three (3) months up to the fault notification. In case of not accomplishing this term, we compel the payment of the modification and/or replacements made by third persons. This guarantee will enter into force up to the delivery date of the product. We issue the present guarantee at Santa & Cole Neoseries S.L. in Barcelona, 1 June, 2010.

ESCOFET

ESCOFET warrants the durability of its product to Landscape Forms for a period of three (3) years from the date of invoice. The warranty covers the repair or replacement of the product or components at no charge. Notwithstanding, this warranty does not cover damages to ESCOFET products resulting from unloading; handling; installation; abuse; exposure to paint, liquids or corrosives; or any other damage not attributable to ESCOFET. The warranty shall also be void if ESCOFET products are tampered with, handled, removed or modified by persons not authorized by ESCOFET; or if the product has not been properly maintained by the customer.

WARRANTY *Continued*

TUUCI (TWO DIFFERENT WARRANTIES)

15 Year Warranty: Includes center mast, cantilevered mast, top and bottom hubs and stainless steel hardware only. If warrantable damage occurs to the hubs, center pole or stainless steel hardware, TUUCI will replace or repair any item listed in this category at its discretion. Superficial damage occurring from contact with foreign objects including any type of scratches or abrasions caused from contact with the moving components of the frame itself or canopy during normal operation are not eligible for warranty coverage unless the damage somehow compromises the structural integrity of the frame.

5 Year Warranty: Includes connecting brackets, optional hardware (pulleys, auto-loc arms, auto-loc lifts), aluminum canopy ribs and struts and SUNBRELLA® 9.25 oz. marine-grade fabric. If said SUNBRELLA® marine-grade fabric is rendered unserviceable by loss of color or strength caused by UV degradation, mildew, rot or atmospheric chemicals, or warrantable damage occurs to the connecting brackets, attached optional hardware or aluminum canopy ribs or struts, TUUCI will replace or repair said items in this category at its discretion. Labor charges will apply to the cutting and sewing of any SUNBRELLA® fabric replaced under warranty. LOUNGE and PAVILION structures, whether constructed of OCEAN MASTER™ materials, including the tubing, hub system, and fasteners. Fabric warranty separate. If warrantable damage occurs to the hubs, center pole, struts or stainless steel hardware, TUUCI will replace or repair any item listed in this category at its discretion. Please close or remove canopy tops to any TUUCI LOUNGE or PAVILION product for winds exceeding 25 MPH except where specifically engineered and warranted for specific wind loads according to TUUCI's engineering and usage guide for subject products.

LEGRAND

Legrand Wiremold warrants, to the original purchaser or owner only, that the Products are substantially free of defects in material and workmanship under normal use and service, for a period of one year from the date of original installation or two years from the date of purchase, whichever is sooner. This limited warranty applies only to Products that have been installed properly in accordance with installation instructions supplied by Wiremold and any applicable codes and standards.

This limited warranty is void and Wiremold shall not be liable for any damages or held responsible for the quality, performance or safety of Products that have been repaired, altered or tampered with outside of Wiremold facilities or that have been intermixed (used within a system) with products or materials not approved by Wiremold, or that have been subjected to accident, negligence, misuse or abuse.

Wiremold's sole obligation (and the sole and exclusive remedy of the purchaser or owner of the Product) with respect to any Products that are shown to be defective shall be the repair or replacement of the defective Products, at the sole option of Wiremold. Returned Products will not be accepted unless Wiremold is notified and authorizes the return prior to shipment.

THE WARRANTIES LISTED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY; INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY WAIVED BY DISTRIBUTOR AND DISCLAIMED BY WIREMOLD.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

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

- ◆ Manufacturers
 - If respondent is a manufacturer, please provide a list of dealers you wish to assign underneath the contract

Note regarding Installation Services/State of TX: Landscape Forms does not provide Installation Services as a part of its Manufacturer Direct business. **All products are offered and priced based on shipping FOB Destination, Prepaid and Invoiced for Dock Delivery to the customer location.**

Within the State of TX Landscape Forms would encourage NCPA customers to obtain Installation quotes directly from the established and qualified TX Dealers available within the attached TX Dealer Listing. Installation services would be quoted to NCPA customers separately. A similar approach would be used in other NCPA member states among previously qualified installers

Please see the attached TX Dealer Listing as an example

Tab 6 – References

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

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 8 – Value Added Products and Services

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

The primary offering of products submitted by Landscape Forms Inc includes Chairs, Benches, Lounge Furniture, Stools and Tables as referenced in the 8 response categories selected in Tab 5.

Landscape Forms also offers related ancillary products that it feels enhance the value of this contract with NCPA Members based on their current use of these ancillary products in association with their every day Landscape Forms furniture projects. These include Categories not included in the scope of the solicitation such as:

Planters
Bike Racks
Receptacles/Recycling Receptacles
Umbrellas
Shelters/Gazebos

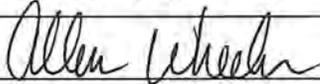
Tab 9 – Required Documents

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

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment 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	Landscape Forms Inc
Print Name	Allen Wheeler
Address	7800 E Michigan Ave
City, State, Zip	Kalamazoo MI 49048
Authorized signature	
Date	8-21-17

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 statues 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.

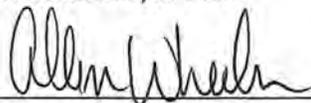
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

8-21-17

Antitrust Certification Statements (Tex. Government Code § 2155.005)

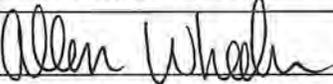
I affirm under penalty of perjury of the laws of the State of Texas that:

(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	Landscape Forms Inc
Address	7800 E Michigan Ave
City/State/Zip	Kalamazoo MI 49048
Telephone No.	800-441-1945
Fax No.	269-381-3455
Email address	allenw@landscapeforms.com
Printed name	Allen Wheeler
Position with company	Portfolio/Contracts Manager
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Landscape Forms confirms acceptance of these clauses

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

Landscape Forms confirms acceptance of these clauses